



MISSISSIPPI DIVISION OF
MEDICAID

Support and Hosting of the Medicaid Eligibility System

RFP# 20220401

RFx# 3180001630

Contact:

Jill Chastant
Procurement Officer

Jill.Chastant@medicaid.ms.gov

601-359-9152

Due Dates:

Questions and Letter of Intent

Due by Wednesday April 27, 2022, at 2:00 p.m. Central Standard Time

VENDOR PROPOSALS DUE BY Monday, June 6, 2022, at 2:00 P.M. Central Standard Time

Release Date: Friday, April 1, 2022

RFP Response Checklist

RFP Response Checklist: Vendor should include these items in your response to RFP #20220401

- ☐ 1) Submission Cover Sheet signed and dated. (Section I)
- ☐ 2) Proposal Bond, if applicable (Section I)
- ☐ 3) Proposal Exception Summary, if applicable (Section V)
- ☐ 4) Vendor response to RFP Questionnaire (Section VI)
- ☐ 5) Point-by-point response to Technical Specifications (Section VII)
- ☐ 6) Vendor response to Cost Information Submission (Section VIII)
- ☐ 7) References (Section IX)
- ☐ 8) Exhibit A: Standard Contract
- ☐ 9) Attachment A: DOM Business Associate Agreement (BAA)
- ☐ 10) Attachment B: DOM Data Use Agreement (DUA)

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SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Division of Medicaid (DOM) should contact for questions and clarifications.

Name _____ Phone # _____
Address _____ Fax # _____
City/State/Zip _____ E-mail _____

Subject to acceptance by DOM, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the *Standard Contract* in Exhibit A if included herein, except those listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgment also contractually obligates any subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed) _____
Title _____
Company Name _____
Physical Address _____
City/State/Zip _____
State of Incorporation _____

CONFIGURATION SUMMARY

The Vendor must summarize the main components of products/services offered in this proposal using 100 words or less.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The Proposal Submission Requirements section aims to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by DOM should not assume that the requirements are the same.

1. Failure to follow any instruction within this RFP may result in the disqualification of the Vendor's proposal at DOM's sole discretion.
2. DOM has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. Vendor's proposal must be received by the office of DOM's Procurements and Contracts by the date and time specified. DOM is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be considered late.
4. DOM will not accept proposals or alterations by fax, e-mail, or phone.
5. DOM reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
6. DOM reserves the right to waive any defect or irregularity in any proposal procedure, provided such action is in the best interest of DOM and the State of Mississippi. A minor irregularity is defined as a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DOM.
7. Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. Vendor shall not alter any table or form within the RFP to provide their response. If the DOM determines that the Vendor has altered any language, table, or form in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. DOM's RFP is the official version and will supersede any conflicting RFP language submitted by the Vendor.
8. Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 8.1 **MANDATORY:** Vendor is required to submit a written Letter of Intent to Bid using the form provided in Appendix A: Mandatory Letter of Intent. The Letter of Intent is due by 2:00 p.m. CST, Wednesday, April 27, 2022, and should be sent to:

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

The Letter of Intent must be signed by an individual authorized to commit the Vendor to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Vendor to submit a proposal. **However, a Vendor that does not submit a Letter of Intent by 2:00 p.m. CST, Wednesday, April 27, 2022, will not thereafter be eligible to submit a proposal in response to the procurement.**

- 8.2 A Vendor must submit its RFP response electronically through a SharePoint site maintained by DOM. It is the responsibility of the Vendor to ensure timely submission of its proposal. Access will be given to the Vendor through one (1) email address, which must be included in the Vendor's mandatory Letter of Intent.
- 8.3 For the purposes of accessing the Division's SharePoint site that will be used for submission of proposals, the Vendor must include a name, title, phone number, and email address on the mandatory Letter of Intent for the person responsible for uploading the Vendor's proposal to the SharePoint site.
- 8.4 Any proposal or qualification, withdrawal, or modification not received at the place designated for receipt of proposals or qualifications is late and may not be accepted.
- 8.5 Vendor shall number each page of the proposal.
- 8.6 Vendor shall respond to the sections and exhibits in the same order as this RFP.
- 8.7 Vendor shall label the file names of each section and exhibit, using the corresponding headings from the RFP. Vendor shall also submit one combined .PDF of their proposal.
- 8.8 If the Vendor does not agree with any item in any section, then the Vendor must list each item on the Proposal Exception Summary Form. (See Section V for additional instructions regarding Vendor exceptions.)
- 8.9 If the Vendor is certain that a requirement is not applicable to the products or services proposed in the RFP, the Vendor should respond with "NOT APPLICABLE."
- 8.10 Where a specification asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 8.11 When an outline point/specification is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepts or takes exception to all sections by signing the Submission Cover Sheet and providing a Proposal Exception Summary Form.
- 8.12 Where a minimum requirement has been identified, Vendor should respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
- 8.13 Vendor must fully respond to each requirement within the Technical Specifications by providing sufficient detail that thoroughly describes the manner and degree by which the Vendor's proposal meets or exceeds said requirements.

- 8.14 If a Vendor's proposal includes confidential, proprietary, or trade secret information, they must also submit a complete redacted version of the proposal. This redacted version may be submitted as a separate document. Vendors shall only redact language exempt from disclosure under the Mississippi Public Records Act of 1983. (See Section IV Item 35 for additional information regarding Disclosure of Proposal Information)
9. The Vendor's responsibility is to identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal clearly and accurately. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. The Vendor will bear costs that are not clearly identified. The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor shall supply supporting details as described in the *Cost Information Submission*.
10. DOM reserves the right to request additional information or clarification of a Vendor's proposal. Lack of such cooperation or failure to provide the information in the manner required may result in the disqualification of the Vendor's proposal at DOM's discretion.
11. DOM will only consider unsolicited clarifications in the evaluation and selection of the lowest and best proposal if all the following conditions are met:
- 11.1 DOM will consider clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price.
- 11.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor commonly uses to convey customer information.
- 11.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
- 11.4 Vendor must follow procedures outlined herein for submitting updates and clarifications.
- 11.5 Vendor must submit a statement outlining the circumstances for the clarification.
- 11.6 Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
12. Communications with DOM: Vendors or their representatives may not communicate, either orally or in writing, regarding this RFP with any statewide elected official, state officer or employee, member of the legislature, or legislative employee during the RFP process. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to DOM's contact person for the selection process, and no later than the last date for accepting Vendor questions. Questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP and posted to the DOM website. Vendors failing to comply with this requirement will be subject to disqualification.

- 12.1 The State's contact person for the selection process is Jill Chastant, Procurement Officer, 550 High Street, Suite 1000, Jackson, Mississippi 39201, 601-359-9152 ITProcurement@medicaid.ms.gov.
- 12.2 Vendor may consult with DOM representatives designated by the DOM's contact person identified in 12.1 above in response to State-initiated inquiries. The Vendor may consult with DOM representatives during scheduled oral presentations and demonstrations, excluding site visits.

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SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with the information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "DOM" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of a DOM RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the DOM website, together with the associated RFP specification. Vendors are required to check the DOM website periodically for RFP amendments before the proposal opening date at: <https://medicaid.ms.gov/resources/procurement>

DOM will post all amendments no later than noon, seven days before the proposal opening date listed on this RFP cover page. If you are unable to access the DOM website, contact the DOM Procurement Officer listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only communications that are in writing from DOM may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through appropriate and sufficient follow-up, proper compliance with and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for any delivery medium's failure for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering the price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in Section VII, Technical Specifications.

8. **Multiple Awards**

DOM reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

DOM reserves the right to approve an award by individual items or in total, whichever is deemed to be in the State of Mississippi's best interest.

10. **Right to Use Proposals in Future Projects**

10.1 The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if:

10.1.1 It is deemed to be in the best interest of the State to do so; and

10.1.2 The Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract.

10.2 A decision concerning the utilization of a vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as:

10.2.1 The customer's business requirements;

10.2.2 Elapsed time since the award of the original project; or

10.2.3 Research on changes in the Vendor, market, and technical environments since the initial award.

11. **Right to Use Proposals in Future Projects by Entities Outside Mississippi**

11.1 The State reserves the right to offer the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects by governmental entities outside Mississippi (i.e., "piggyback option"), if:

11.1.1 It is deemed to be in the best interest of the governmental entity desiring to do so; and

11.1.2 The Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract.

- 11.2 A decision concerning the utilization of a vendor's proposal for future projects outside Mississippi is solely at the discretion of the State and requires the desire of the governmental entity outside Mississippi and the agreement of the proposing Vendor. The State's decision to consent to the reuse of an awarded proposal outside Mississippi will be based upon such criteria as:
 - 11.2.1 The governmental entity's business requirements;
 - 11.2.2 Elapsed time since the award of the original project; or
 - 11.2.3 Research on changes in the Vendor, market, and technical environments since the initial award.
12. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period unless stipulated in the contract. However, the State will always take advantage of price decreases.
13. **Right to Request Information**

The State reserves the right to request information relative to a vendor's references and financial status and visit a vendor's facilities during regular working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm. The State reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the Vendor's cost proposal's total dollar amount. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.
14. **Vendor Personnel**

For RFPs that include professional services specifications, the Vendor will be required to provide and certify the following for each individual included in the Vendor's proposal:

 - 14.1 A direct telephone number at which the individual may be contacted for a telephone interview and a valid email address.
 - 14.2 If on-site interviews are required, the individual can be in Mississippi within the timeframe specified. All costs associated with on-site interviews will be the responsibility of the Vendor.
 - 14.3 That the individual is proficient in spoken and written English.
 - 14.4 That the individual is a U.S. citizen or meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) regulations. The Vendor must provide evidence of identification and employment eligibility before the award of a contract that includes any personnel who are not U. S. citizens.

- 14.5 Key personnel assigned to the project will remain a part of the project throughout the contract, unless replaced by the Vendor at the State's request. This requirement includes the responsibility for ensuring all non-citizens maintain current USCIS eligibility throughout the contract's duration.
15. **Vendor Imposed Constraints**
Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing webhosting, hardware, networking, or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships subject to its corporate policies or agreements. The State must understand these issues to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State concerning this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.
16. **Best and Final Offer**
The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers at the State's sole discretion. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.
17. **Restriction on Advertising**
Vendor must receive written approval from the State before advertising or referencing the award of the contract. The Vendor must agree not to reference awards in commercial advertising to imply that the firm or its services are endorsed or preferred by the State of Mississippi.
18. **Rights Reserved to Use Existing Product Contracts**
The State reserves the right on turnkey projects to secure certain products from other existing DOM contracts if it is in its best interest. If this option is exercised, then the awarded Vendor must

be willing to integrate such products' acquisition and implementation within the schedule and system under contract.

19. **Additional Information to be Included**

In addition to responding to each specification within this RFP, the Vendor must include, as part of its specification response, complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered will meet or exceed specifications.

20. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been fully executed by both the Vendor and DOM (and/or the State). Any work done by the successful Vendor before the contract's full execution is done at the Vendor's sole risk. The State is under no obligation to pay for work done before full execution of a contract.

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SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with the information required to complete a contract or agreement with DOM successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A, except those specifically listed as exceptions on the *Proposal Exception Summary Form* and accepted in writing by DOM. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgment also contractually obligates all subcontractors that may be proposed. The State will not entertain exceptions made by subcontractors or separate terms and conditions after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

DOM will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. DOM will include the following documents in all contracts between DOM and the Vendor:

- 3.1 The *Proposal Exception Summary Form* as accepted by DOM;
- 3.2 Contracts which have been signed by the Vendor and DOM;
- 3.3 DOM's Request for Proposal, including all appendices;
- 3.4 Official written correspondence from DOM to the Vendor;
- 3.5 Official written correspondence from the Vendor to DOM when clarifying the Vendor's proposal; and
- 3.6 Vendor's proposal response to the DOM RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in the contract documents, each document's order of precedence is as listed above unless a modification of the order is negotiated and agreed upon by both DOM and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. Contracting Agent by Law

The Executive Director of ITS is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). Pursuant to ITS approval, DOM is issuing this RFP through the exemption procedure outlined in the ITS procurement manual and will therefore handle all contract negotiations and execution.

7. Legal Provisions

- 7.1 The State of Mississippi is self-insured; all requirements for the State to purchase casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The Vendor and/or Vendor's employees or subcontractors' intentional and willful misconduct or negligent acts.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years and any late charges as addressed pursuant to Mississippi law as referenced below in Section 7.8) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. The venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of the invoice and receipt, inspection, and approval of the Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the said period's expiration until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Vendor understands and agrees that DOM is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest, or the cost of legal action to or for the Vendor.

8. **Approved Contract**

- 8.1 Award of Contract - A contract is considered awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
- 8.1.1 Written notification made to proposers on DOM letterhead, or
- 8.1.2 Notification was posted to the DOM website for the project.
- 8.2 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of DOM.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and initial all contract changes. Prior to the Executive Director of DOM signing the contract, the Centers for Medicare and Medicaid Services (CMS) must approve the contract. CMS approval may be up to 60 days.

11. **Availability of Funds**

All contracts are subject to the availability of funds of DOM and are contingent upon receipt by the winning Vendor of a purchase order from DOM.

12. **CP-1 Requirement**

All purchase orders for goods and services acquired from the awarded Vendor under this RFP must be encoded with an ITS Exemption CP-1 approval number.

13. **Requirement for Electronic Payment and Invoicing**

- 13.1 Payments will be made electronically and deposited electronically to the awarded Vendor for all goods and services acquired under this RFP to the bank account of their choice. The awarded Vendor must enroll and be activated in PayMode™. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website:

<http://www.paymode.com/mississippi>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

- 13.2 The awarded Vendor must submit all invoices for goods and services acquired under this RFP electronically, along with appropriate supporting documentation, as directed by DOM.

14. **Time For Negotiations**

- 14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the DOM project contract **unless** DOM consents to extend the period. Failure to complete negotiations within the stated period constitutes grounds for rejection of the Vendor's response to this RFP. DOM may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.
- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their *Proposal Exception Summary* Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days before scheduled negotiations unless DOM consents to a different period.

15. **Prime Contractor**

The awarded Vendor will be designated the prime contractor in the proposal. As such, the Vendor shall be solely responsible for all products/services offered in the proposal and fulfill the contract with the State.

16. **Sole Point of Contact**

DOM will consider the selected Vendor to be the sole point of contact concerning contractual matters, including payment of any charges resulting from the contract.

- 16.1 Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts, and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties, and consequently, the State is only required to negotiate with the Vendor.
- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 16.3 Should a proposing Vendor wish to assign payment of charges resulting from this contract to a third party, Vendor must disclose that fact in their proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including

but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever an assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No payment assignment will be considered at the time of purchase unless such an assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **DOM Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. DOM reserves the right of refusal and the right to request a subcontractor's replacement due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Vendor must include copies of any agreements to be executed between the Vendor and any subcontractors with their proposal.

19. **Negotiations with Subcontractor**

To protect the State's interest, DOM reserves the right to attempt to resolve any contractual disagreements between the Vendor and its subcontractor after awarding the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money under any contract for which the State is the contracting agent and who has received written notification from the State regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, the State has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which the State is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement

for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
22. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to the specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**
Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**
Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of one-hundred eighty (180) days.
25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal quotation. Destination is the point of use.
26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom-Tailored Software**

- 29.1 In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
- 29.2 System Documentation for Federal Funding Participation. Pursuant to 42 C.F.R. 433.112, for any systems and modules developed, installed, or improved through the resultant contract from this RFP, Vendor shall provide to DOM documentation of components and procedures such that the resultant system could be operated by a variety of contractors and other users.

30. **Terms of Software License**

Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution or service proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State of Mississippi reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the solution or service complies 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. Vendors wanting to view the Enterprise Security Policy should contact the Procurement Officer listed on the cover page of this RFP.

33. **Compliance with Enterprise Cloud and Offsite Hosting Security Policy**

Any cloud or vendor-hosted solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines and augments the Enterprise Security Policy. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the cloud or vendor-hosted solution complies 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. Vendors

can view the Enterprise Cloud and Offsite Hosting Security Policy at: [Secretary of State Administrative Bulletin/Enterprise Cloud and Offsite Hosting Security Policy](#).

34. **Negotiating with Next Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

35. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the DOM Requests for Information established in accordance with the Mississippi Public Records Act. The DOM Requests for Information are available on the DOM Internet site at: <https://medicaid.ms.gov/contact/requests-for-information/>.

DOM will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. The redacted version, as submitted, will be available for inspection and released in response to public records requests. If a redacted version of the Vendor's proposal is not submitted, the original submission of the proposal will be provided in response to a public records request. DOM will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a vendor's proposal, including, but not limited to, written documentation prepared for the procurement file. In addition, DOM will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of DOM, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by DOM significantly after the proposal opening date. DOM will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

36. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. By submitting a proposal in response to this RFP, Vendor agrees to the incorporation of any or all of the above terms and conditions into the resultant contract.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to the Mississippi Division of Medicaid only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond/Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to Mississippi Division of Medicaid, with the executed contract, (a) a performance bond from a surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be the total amount of the contract, or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to the Mississippi Division of Medicaid. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from ITS upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP Number 20220401.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by DOM in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to

maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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SECTION V PROPOSAL EXCEPTIONS

Vendor must return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. Vendor has no liability to provide items to which an exception has been taken. DOM has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and DOM will discuss each exception and take one of the following actions:
 - 2.1 Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 DOM will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 DOM and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and DOM either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should DOM and the Vendor reach a successful agreement, DOM will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by DOM, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As

such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with DOM in the past, DOM requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to DOM or participated in contract negotiations with DOM on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

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PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections, Attachments, and Exhibits, in the table below.

DOM RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	DOM Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(Sign here only if accepted)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

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SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File

1.1 **MAGIC Vendor Number:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor Number should visit the following link to register: https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

1.2 Vendors who have previously done business with the State may obtain their MAGIC Vendor Number and all Vendors may access additional Vendor information at the link below.
<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

1.3 All Vendors must furnish DOM with their MAGIC Vendor Number.

MAGIC Vendor Number: _____

1.4 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification link. This information is for tracking/reporting purposes only and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on the website and who has not previously registered with the State of Mississippi should register. The Minority Vendor Self-Certification Application can be obtained at: <https://mississippi.org/minority-small-business/>

1.5 Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via e-mail at minority@mississippi.org.

2. **Certification of Authority to Sell**

Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Compliance with National Defense Authorization Act**

Vendor must state if Vendor equipment being provided is in compliance with the National Defense Authorization Act, Section 889. (A yes or no answer is required.)

4. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 4.1 Does there exist any possible conflict of interest in the sale of items to any institution within DOM jurisdiction or to any governing authority? (A yes or no answer is required.)
- 4.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

5. Pending Legal Actions

- 5.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 5.2 Are there any criminal or civil proceedings (federal or State) pending against the Vendor or its principals or employees that pertain to any public procurement within the State of Mississippi or elsewhere? (A yes or no answer is required.)
- 5.3 If your answer to either of the above is "yes", provide a copy of same and state with specificity the current status of the proceedings.
- 5.4 The State, at its sole discretion, may reject the proposal of a Vendor who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are part of the Vendor's proposal.

6. Non-Disclosure of Social Security Numbers

Does the Vendor agree that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This agreement is required by Section 25-1-111 of the Mississippi Code Annotated.

7. Web Amendments

- 7.1 As stated in Section III, DOM will use the DOM website to post amendments regarding RFPs before the proposal opening at:

<https://medicaid.ms.gov/resources/procurement/>
- 7.2 DOM may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

- 7.3 Does the Vendor certify that they have reviewed a copy of the DOM amendments for RFPs as above stated? (A yes or no answer is required.) Vendor should identify each amendment number and date of amendment.

8. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

9. **Taxpayer Identification Number**

Vendor must specify their taxpayer identification number.

10. **Notice Article of Contract**

Vendor must provide the state of incorporation of the company and a name, title, address, telephone number and e-mail for the "Notice" article of the contract.

11. **Certification of Liability Insurance**

Vendor must provide a copy of their Certificate of Liability Insurance listing the State of Mississippi as an additional insured as part of their RFP response.

12. **E-Verify Registration Documentation**

Vendor must ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Vendor must provide documentation of their E-Verify compliance with their RFP response. See Section IV, Item 41 for additional information.

13. **System for Award Management (SAM) Registration Documentation**

Vendor must include a copy of their registration with the Federal Government's System for Award Management (SAM) with their RFP response.

SECTION VII PROJECT SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Section VII Item 2.1 and through Item 16.8 of this section, Vendor shall label and respond to each outline point in this section as it is labeled in the Request for Proposal (RFP).
- 1.2 The State is under the impression that Vendors have read and agree to all items in this RFP. Vendors should take exception to items in which they disagree.
- 1.3 The Vendor shall respond with "WILL COMPLY" or "EXCEPTION" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.
- 1.4 "WILL COMPLY" indicates that the Vendor can and will adhere to the requirement. This response specifies that a Vendor or Vendor's proposed solution shall comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with "WILL COMPLY", then the Vendor shall respond with "EXCEPTION". (Refer to Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 In addition, to demonstrate the Vendors understanding of the technical requirements, Vendors must respond to each specification in Section VII Items 6.1 through 16.8, with a narrative description. Failure to provide the information requested may result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification. The description must include sufficient detail of the methodology, tools, and techniques to be followed in accomplishing each requirement. Special detail should be provided in presenting the tasks to be performed to accomplish each specification. Vendors are encouraged to include any lessons learned from previous projects, and how they will be applied in this project.
- 1.7 Where an outline point asks a question or requests information, the Vendor shall respond with the specific answer or information requested.
- 1.8 In addition to the above, Vendors must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Statements of Understanding

- 2.1 Certain items in the technical specifications of this RFP are **MANDATORY**. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements or proposals that do not provide responses to mandatory requirements are subject to immediate disqualification.

2.2 **MANDATORY** - Attendance at the Vendor Web Conference on Thursday, April 14, 2022, is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Web Conference will be rejected.

2.2.1 To register and receive instructions for the web conference, Vendors must contact Jill Chastant via email at itprocurement@medicaid.ms.gov no later than 12:00 p.m. Central Time, on Wednesday, April 6, 2022, to receive instructions on how to enter the web conference.

2.3 **MANDATORY** – Vendor shall be aware that under no circumstances shall any data, or equipment with access to data associated with this project reside outside the continental United States, nor shall any data, or equipment with access to data associated with this project be accessible to people outside the continental United States.

2.4 DOM may conduct performance reviews or evaluations of the Vendor in relation to the work performed under this Contract.

2.5 The State precludes Vendors who have assisted in drafting the requirements from responding.

2.6 Common Terms associated with this procurement:

2.6.1 Complete list of acronyms is available at:
<https://medicaid.ms.gov/resources/acronyms-and-glossary/>

Table 1: Common Acronyms used in this RFP

Acronym	Definition
ABD	Aged, Blind, and Disabled
ACA	Affordable Care Act
AFDC	Aid to Families with Dependent Children
API	Application Programming Interface
BA	Business Analyst
BAA	Business Associate Agreement
BAFO	Best and Final Offer
BCP	Business Continuity Plan
BENDEX	Beneficiary and Earnings Data Exchange
BRMS	Business Rules Management System
CAP	Corrective Action Plan
CFR	Code of Federal Regulations

Acronym	Definition
CHIP	Children’s Health Insurance Program
CMS	Centers for Medicare and Medicaid Services
COBRA	Consolidated Omnibus Budget Reconciliation Act
COE	Category of Eligibility
COTS	Commercial Off-The-Shelf
CR	Change Request
CPS	Child Protective Services
CSR	Computer Service Request
CWP	Common Web Portal (www.access.ms.gov)
CWS	Child Welfare Services
DAC	Disabled Adult Child
DCLH	Disabled Child Living at Home
DCPS	Department of Child Protection Services
DOM	Division of Medicaid
DRA	Deficit Reduction Act of 2005
DRP	Disaster Recovery Plan
DSS	Decision Support System
DUA	Data Use Agreement
EDB	Eligibility Determination Benefit
EDBC	Eligibility Determination and Benefit Calculation
EFD	Eligibility Factors Document
ePMO	Enterprise Project Management Office
FBR	Federal Benefit Rate
FedRAMP	Federal Risk and Authorization Management Program
FDSH	Federal Data Services Hub
FFM	Federally Facilitated Marketplace
FFS	Fee-for-Service
FHIR	Fast Healthcare Interoperability Resources
FISMA	Federal Information Security Management Act

Acronym	Definition
FNS	Food and Nutrition Service
FOB	Freight on Board
FPL	Federal Poverty Level
FTE	Full Time Employee
FTI	Federal Tax Information
HCBS	Home and Community Based Services
HIPAA	Health Insurance Portability and Accountability Act of 1996
HITRUST	Health Information Trust Alliance
HIV	Human Immunodeficiency Virus
HMW	Healthier Mississippi Waiver
HOPE	HIV Organ Policy Equity
HPE	Hospital Presumptive Eligibility
IAM	Identity and Access Management
IRC	Internal Revenue Code
IRS	Internal Revenue Service
ITS	Information Technology Services
IV&V	Independent Validation & Verification
JAD	Joint Application Design
LIS	Low Income Subsidy
LOC	Line of Credit
LTSS	Long Term Services & Supports
M&O	Maintenance & Operations
MAGI	Modified Adjusted Gross Income
MAGIC	Mississippi's Accountability System for Government Information and Collaboration
MARS-E	Minimum Acceptable Risk Standards for Exchanges
MDES	Mississippi Department of Employment Security
MDHS	Mississippi Department of Human Services
MECT	Medicaid Enterprise Certification Toolkit

Acronym	Definition
MEDS	Medicaid Eligibility Determination System
MEDSX	Medicaid Eligibility Determination System Expansion
MEET	Medicaid Eligibility & Enrollment Toolkit
MES	Medicaid Enterprise System
MESA	Medicaid Enterprise System Assistance
MMIS	Medicaid Management Information System
MMRS	Mississippi Management and Reporting System
MPI	Master Person Index
MRP	MMIS Replacement Project
MSP	Medicare Savings Program
MYPAC	Mississippi Youth Programs Around the Clock
NCP	National Consumer Panel
NDA	Non-Disclosure Agreement
OBC	Outcomes Based Certification
OHA	Office of Hearings and Appeals
PARIS	Public Assistance Reporting Information System
PBM	Pharmacy Benefits Management
PDF	Portable Document Format
PERS	Public Employees Retirement System
PHI	Protected Health Information
PII	Personally Identifiable Information
PLAD	Poverty Level Aged or Disabled
PM	Project Manager
PMBOK	Project Management Book of Knowledge
PMI	Project Management Institute
PMO	Project Management Office
PMP	Project Management Professional
POS	Point of Sale

Acronym	Definition
POSIX	Portable Operating System Interface
QC	Quality Control
QMB	Qualified Medicare Beneficiaries
QWDI	Qualified Working Disabled Individual
RACI	Responsible, Accountable, Consulted, Informed
RAD	Requirements Analysis Document
RCA	Root Cause Analysis
RDS	Remote Desktop Service
RFP	Request for Proposal
RMA	Rules Maintenance Application
RO	Regional Office
ROL	Reports Online
RSDI	Retirement, Survivors, and Disability Insurance
RTM	Requirements Traceability Matrix
SA	Supervisor Approval
SAA	Social Security Administration
SAM	System for Award Management
SAVE	Systematic Alien Verification for Entitlements
SDLC	System Development Life Cycle
SDX	Shared Data Experience
SLA	Service Level Agreement
SLMB	Specified Low Income Medicare Beneficiary
SME	Subject Matter Expert
SOAP	Simple Object Access Protocol
SOC 2	Service Organization Control 2
SOU	Statement of Understanding
SOW	Statement of Work
SQL	Structured Query Language

Acronym	Definition
SSA	Social Security Administration
SSAE 16	Statement on Standards for Attestation Engagements No. 16
SSI	Supplemental Security Income
SSN	Social Security Number
SSO	Single Sign On
SSP	System Security Plan
STR	System Test Result
SVES	State Verification and Exchange System
TANF	Temporary Assistance to Needy Families
TBI	Traumatic Brain Injury
TEFRA	Tax Equity and Fiscal Responsibility Act
TOP	Technical Operations Plan
TPL	Third Party Liability
UAT	User Acceptance Testing
USCIS	United States Citizenship and Immigration Service
USPS	United States Postal Service
VA	Veterans Administration
VLP	Verify Lawful Prescence (refers to an eligibility check of immigration status for non-citizens)
XIX	In this RFP, XIX refers to Federal Title 19 Funding

2.7 Glossary

Table 2: Glossary

Term	Glossary Definition
Applicants/Beneficiaries/ Clients/Members/ Recipients	DOM uses the terms Recipients or Beneficiaries. These two terms are used interchangeably throughout this RFP and refers to those who meet eligibility qualification and are enrolled in the Medicaid program.
CSR Tracking	System for entering and tracking enhancement requests. A workflow system that allows a change to be defined, managed, and worked through to completion.
CVS	Concurrent Versions System, such as using the command line prompts for source controls.
DRA	The Deficit Reduction Act of 2005 (DRA) addresses key areas related to transfers of assets for less than fair market value, with regards to processing eligibility for individuals seeking financial assistance for long term care services and supports.
FedRAMP	The Federal Risk and Authorization Management Program is a US government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
FEI	In this RFP, FEI refers to the firm FEI Systems, a solutions systems integrator for electronic visit verification and Long-Term Services and Supports (LTSS) case management.
FICO	FICO is a registered trademark of Fair Isaac Corporation, a Solutions Vendor for business rules engine related products.
IBM	International Business Machines is a technology and consulting company.
New MEDS	New Modernized Medicaid Eligibility Determination System is the DOM-managed Eligibility and Case Management System used determine eligibility for all Categories of Eligibility (COEs) for the Medicaid Program. The system is referred to as “New” because this system replaced the older MEDSX and MEDS.
PARIS	Public Assistance Reporting Information System (PARIS) is a data matching service that automatically matches recipients of public assistance to determine if they receive duplicate benefits in two or more states. PARIS matches help identify improper payments and minimize fraud and abuse in State Medicaid benefits.
Requirements Analysis Document (RAD)	The RAD details the requirements, changes, defects and CRs in the release. Information is provided with each change similar to an SOU for each.

Term	Glossary Definition
Redet/Redetermination/Renewal	Redetermination is the process of re-calculating an individual's eligibility for Medicaid benefits, based upon DOM receiving new information, such as a change in employment, income, household size or moving out of state. After an initial determination of benefits, if DOM does not receive any other information, than at annual intervals DOM will contact the individual and request that they review their eligibility information and confirm any changes in employment, etc., to DOM. This process of annually recalculating benefits determination is referred to as "renewal".
Regional Office	DOM administers the Medicaid program through a Central State Office location that oversees 10 regions of the State, with a total of 30 offices performing applicant assistance and beneficiary case management across the State of Mississippi.
Retro Time Period	In most cases, the date that an individual submits their application to either "Healthcare.gov" federal site or to a DOM office is the earliest date to start their Medicaid enrollment eligibility segment. However, Retroactive Medicaid eligibility may be available to any Medicaid applicant who received medical care prior to applying for Medicaid. Applicants may qualify for coverage for a three-month period prior to the month of the application. Retroactive eligibility can cover all three months of the prior period or any month(s) in the three-month period. DOM eligibility policies 101.10.04 and 400.03 detail the process and criteria for determining whether or not an individual can have retroactive eligibility.
Single Sign-On (SSO)	Single Sign-On refers to the efficient process of authentication by State employees, who enter their Login Identity and Password only one time. Then they may launch different authorized software tools without having to "sign in" separately for every single software application.
Statement of Understanding (SOU)	SOU is a document that describes the resources, level of effort, duration, cost, and details of a Change Request. The SOU defines the changes scope.
Test Point	A test point is a scheduled milestone where a specifically defined set of requirements have completed development and testing and are ready for demonstration to the client. At a minimum, there is an Initial Test Point milestone and a Final Test Point milestone defined in the schedule. The Final Test Point indicates the product is complete and ready for client review and user testing.
Time Period	A New MEDS period of eligibility. It is a segment of eligibility that extends for 1 year unless the individual changes to a different COE.

Term	Glossary Definition
UNIX	UNIX is a family of multitasking, multiuser computer operating systems that derive from the original AT&T Unix. Currently The Open Group, a neutral industry consortium founded in 1996, allows the use of the trademark for certified operating systems that comply with the Single UNIX Specification (SUS). UNIX is widely used for Internet servers, workstations, and mainframe computers.
User Group	A user group is an eligibility policy group such as program integrity, policy, regional staff, etc.
XML	Extensible Markup Language (XML) is a markup language that defines a set of rules for encoding documents in a format that is both human-readable and machine-readable.

- 2.8 Vendor shall provide fully loaded rates for each proposed role as well as a fully loaded blended rate. These rates shall be used in pricing of any subsequent change orders. Fully loaded rates include hourly rate plus travel, per diem, and lodging.
- 2.9 Vendor is encouraged to recommend best practices or additional activities that would add value to the project in their RFP response. Any non-required activities which incur additional cost should be priced as an optional line item, separate from the required activities in the RFP response.
- 2.10 Vendor shall commit to work collaboratively with the State to define data weighting priorities, and matching algorithm(s) that are tailored to the State's needs, as well as how they are implemented and maintained through ongoing operational changes.
- 2.11 This implementation will require the participation of multiple entities including but not limited to: Project Management Office, State Project Manager, System Integrator, System Architect, and Independent Verification and Validation (IV&V). Vendor will be required to work collaboratively with this implementation team to ensure the success of this project.
- 2.12 Deliverables will be reviewed by DOM and shall require formal written approval from DOM before acceptance of the deliverable. The Vendor shall allow for a minimum ten (10) business days following receipt, per deliverable, for DOM to review each deliverable and document its findings, except as specified by DOM. Based on the review findings, DOM may accept the deliverable, reject portions of the deliverable, reject the complete deliverable, or require that revisions be made. The Vendor shall make all modifications directed by DOM within ten (10) days of receipt.
- 2.13 The Certificate of Liability Insurance referenced in Section VI: Item 11 should include, at a minimum, Professional and General Liability, as well as a Cyber Security Insurance addendum in an amount commensurate with the professional responsibilities and liabilities under the terms of this RFP and list the State of Mississippi as an additional insured. This coverage should be no less than \$1 million for each type.

- 2.14 Awarded Vendor(s) are expected to work in coordination with all current and future Vendor(s) with which the State has a current Agreement.
- 2.15 End-of-Contract Transition: DOM requires the awarded Vendor to collaborate with the incumbent Vendor over a thirty (30) day transition period. Vendor shall provide the End-of-Contract Transition Plan within four (4) months before the end of the Agreement term to ensure a quality, smooth, efficient, and timely data transition to DOM or DOM's agents prior to the end of the Agreement.
- 2.16 Near the end of the Agreement term, at a time requested by DOM, the Vendor shall support end-of-contract transition efforts with technical, business, and project support, including the transition of modular functions to any Vendor identified by DOM.
- 2.17 Vendor shall provide timely and thorough response to Corrective Action Plans (CAPs), as required by DOM, including completion of remediation tasks identified in the CAP and/or Vendor's response to the CAP, which could be initiated to remedy a contractual or Vendor performance issue or as an outcome from an Independent Validation & Verification (IV&V) or other review.
- 2.18 The State anticipates signing Service-Level Agreements (SLA) with the awarded Vendor.
- 2.19 The awarded Vendor will be paid in three project phases: pre-implementation activities are based on the accepted milestone/deliverable; successful system, End-to-end, UAT tests with approval to go live; and maintenance/ operations and hosting.
- 2.20 Vendor agrees to maintain and archive State data in non-proprietary formats to facilitate any future transition from the hosted solution to another solution.
- 2.21 Change Order Process
 - 2.21.1 Enhancements or additional services will be provided through the Change Order process and will be issued for a fixed price and will be deliverable based. Not to exceed cost must be presented by role, and by deliverable.
 - 2.21.2 The Vendor will support a Change Order system that provides input and create reports with tracking capabilities. The Vendor will provide services or resources that are within the scope of this RFP. The Change Order Request will include:
 - 2.21.2.1 Technical requirements and description of the service or resources needed,
 - 2.21.2.2 Performance objectives and/or deliverables, as applicable,
 - 2.21.2.3 Due date and time for submitting a response to the request, and
 - 2.21.2.4 Required place(s) where work must be performed.
- 2.22 Vendor will be responsible for e-mailing a response to DOM within the specified time and include at a minimum:

- 2.22.1 A response that details the Vendor's understanding of the work,
- 2.22.2 Vendor shall indicate whether the request falls into Operations and Maintenance, or if it will require a Change Order via an Amendment to the Original contract,
- 2.22.3 An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks,
- 2.22.4 State-furnished information, work site, and/or access to equipment, facilities, or personnel, and
- 2.22.5 The proposed personnel resources, including any subcontractor personnel, to complete the task.
- 2.23 All Change Orders that require fixed price work must be reviewed and approved by DOM. For any Change Orders approved in writing by DOM that result in a project scope decrease shall result in DOM receiving credit for such a reduction on the next Vendor's invoice provided to DOM.
- 2.24 Once the Amendment has been executed, the Change Order will be approved, and work may begin.

3. Procurement Project Schedule

Table 3: Procurement Project Schedule

Task	Date
First Advertisement Date	Friday, April 1, 2022
Second Advertisement Date	Friday, April 8, 2022
Mandatory Vendor Web Conference	Thursday, April 14, 2022, 9:00 a.m. – 11:00 a.m. CST
Deadline for Vendor's Written Questions and Letter of Intent	Wednesday, April 27, 2022 @ 2:00 p.m. CST
Deadline for Questions Answered and Posted to DOM Website	Friday, May 13, 2022
Proposals Due	Monday, June 6, 2022 @ 2:00 p.m. CST
Proposals Evaluations	June 6, 2022 - July 15, 2022
Post Notice of Award	Monday, July 25, 2022
Protest Period Ends	Monday, August 1, 2022
Begin Contract Negotiations	Monday, August 1, 2022
Federal Approval for Contract: CMS	August - September 2022
Estimated Project Contract Start-up	Monday, October 3, 2022

- 3.1 Vendors may request additional information or clarifications of this RFP using the following procedure:
 - 3.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question. Table 4 should be used to format Vendor questions.

Table 4: Questions

Question	RFP Section	RFP Page	Vendor Question
1			
2			

3.1.2 Vendor shall deliver a written document to the Procurement Officer identified in Section II, Item 13.1 at DOM by 2:00 p.m. Central Time on the date set in the procurement project schedule above. This document may be delivered by hand, mail, or e-mail. Address information is given on page one of this RFP. DOM WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS. It is solely the responsibility of the Vendor that the clarification document reaches DOM on time. Vendors may contact DOM Procurement Officer identified in Section II, Item 12.1 to verify the receipt of their document. Documents received after the deadline will be rejected.

3.1.3 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the DOM website by close of business identified in the procurement project schedule above.

4. Project Overview and Background

4.1 The Mississippi Division of Medicaid (DOM) is the agency responsible for managing the Mississippi Medicaid program and providing access to quality health coverage for vulnerable Mississippians. Medicaid provides health coverage for eligible, low-income populations in Mississippi. Mississippi DOM has just under 1,000 employees located throughout one central office and 30 regional offices, with over 70 additional outstations serving the members.

4.2 Eligibility is determined by several factors, including family size, income, and the Federal Poverty Level (FPL). Eligibility for people who receive Supplemental Security Income (SSI) and those who are aged, blind, or disabled, are based on additional requirements such as resource limits.

4.3 DOM wishes to contract with a single Vendor to implement, host, and maintain the New MEDS Eligibility system. DOM requests proposals from experienced, responsive, responsible, and financially sound Vendors prepared to carry out all services detailed in this RFP.

4.4 To determine provider eligibility, pay healthcare providers for covered services, and support required reporting and analysis, the Mississippi DOM has an Information Technology enterprise-wide solution consisting of several major systems known as the Medicaid Enterprise System Assistance (MESA). The New MEDS is a Beneficiary Eligibility Module that will interface with MESA.

4.5 It is DOM's goal to have a modular MEDS that supports Medicaid Information Technology Architecture (MITA) as well as the Health Level 7 (HL7) Fast Healthcare Interoperability Resources (FHIR) standard to support standards-based interoperability with current and

emerging systems. The Vendor will have the capability to continue New MEDS support, FHIR APIs and FHIR-based transactions, allowing DOM to continue the path to MITA maturity and standards-based API integration.

- 4.6 Due to the modern modular nature of New MEDS and the critical role it plays, DOM desires a takeover of the current system rather than a replacement system. This takeover includes two main areas. Shown below is the RFP scope anticipated for the Takeover RFP (refer to Figure 1).
 - 4.6.1 Taking over the New MEDS code base owned by DOM, for the New MEDS system as a cloud-based service or hosted in the Vendor's data center including operations and maintenance of the system via monthly releases.
 - 4.6.2 Operating a Print Center to produce eligibility notices and correspondence to applicants and beneficiaries, including providing mass produced pamphlets and other "Medicaid member" communications, assembling information packets, and delivering outbound mail to the US Mail service in a solution that can be performed by the Vendor's subcontractor or by the Vendor's own infrastructure and staff.
- 4.7 The New MEDS system is the focus of this takeover RFP. The New MEDS system has evolved over time and today it is a distinct module. Prior to the Affordable Care Act (ACA), eligibility was determined using two systems: MEDS (for Aged, Blind, and Disabled) and Medicaid Determination System Expansion (MEDSX for Families and Children). Between 2012 and 2016 the current New MEDS system was created to comply with the new Affordable Care Act (ACA) eligibility rules, to determine eligibility for both Families and Children using the new ACA Modified Adjusted Gross Income (MAGI) methodology, and the Aged, Blind, and Disabled (ABD) populations. As a result, the MEDS and MEDSX systems were retired. New MEDS is one of only a handful of integrated eligibility systems in the United States that can process all categories of eligibility for the State.

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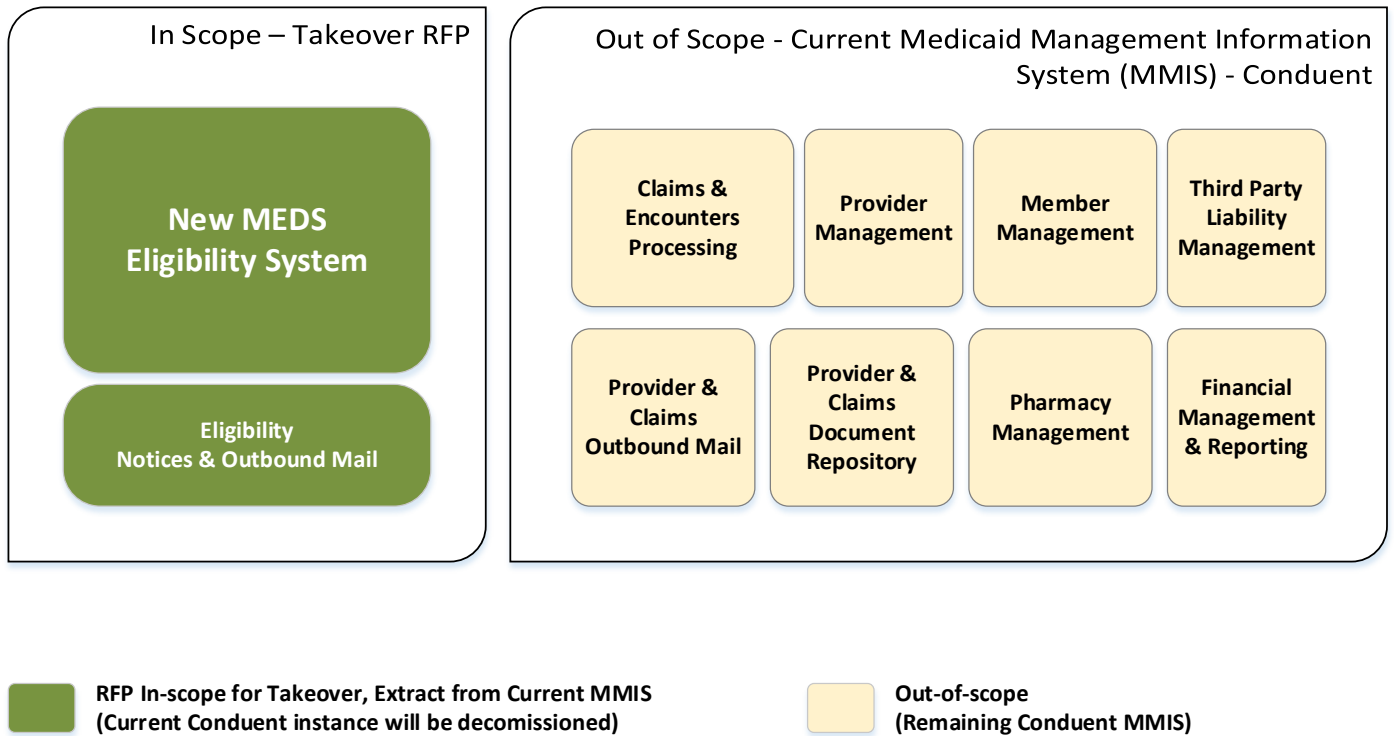


Figure 1: Separation of New MEDS from Current MMIS

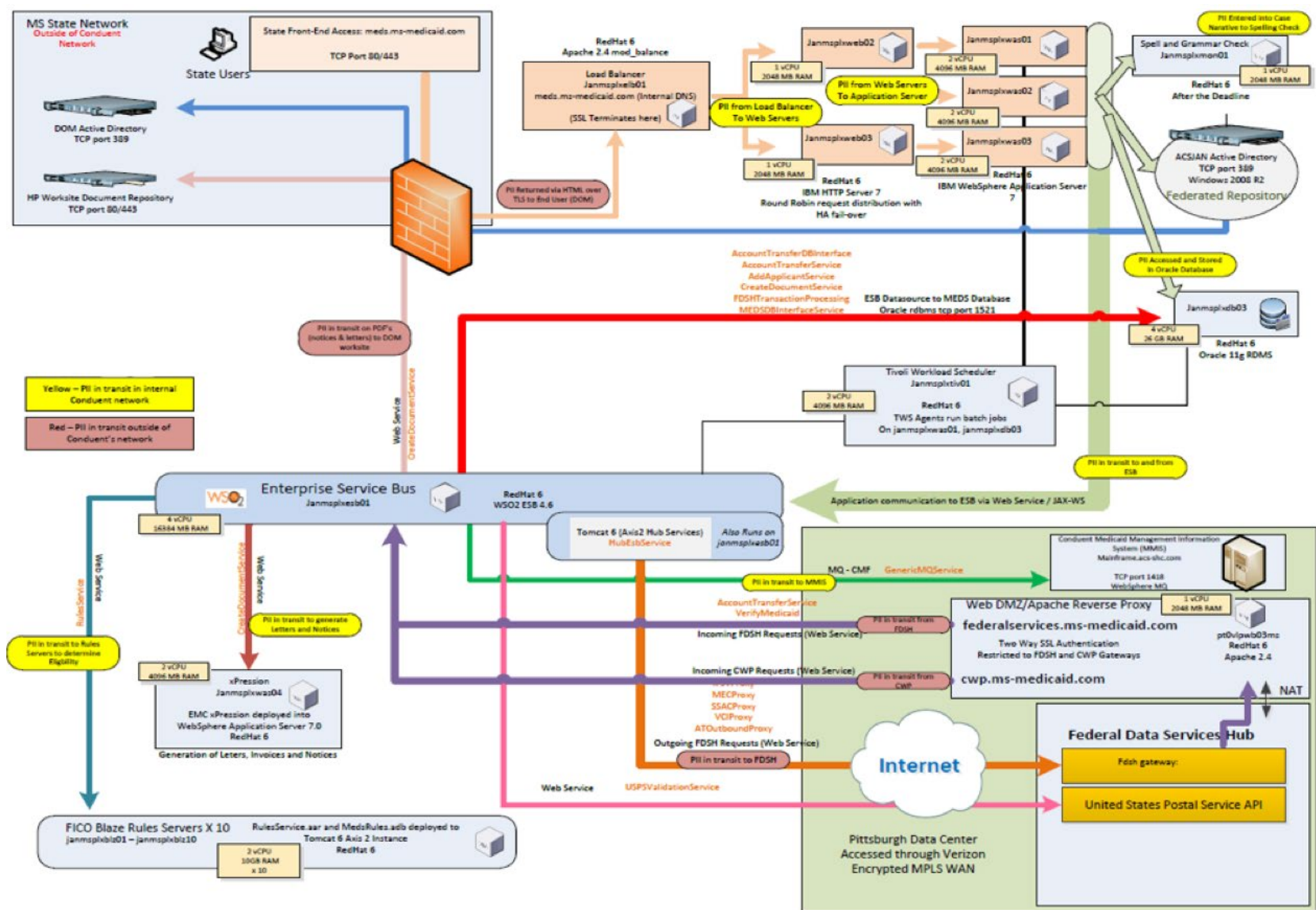
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5. Current Environment and Take-Over Requirements

5.1 New MEDS is a cloud-based rules engine driven application that allows the DOM work force in 30 Regional Offices (ROs) and the Central Office in Jackson, Mississippi to intake, process, and review cases for Medicaid eligibility. The uninterrupted use by the DOM staff is an important aspect of this procurement, as it is estimated that 70% of DOM's approximately 1,000 employees interact with New MEDS daily. The eligibility solution must support all the different benefit programs administered by DOM, including maintaining the current programs per annual rate and other program changes, and also providing the project management capability to develop solutions for new benefit programs which may be identified in the future by DOM or required by federal legislation changes.

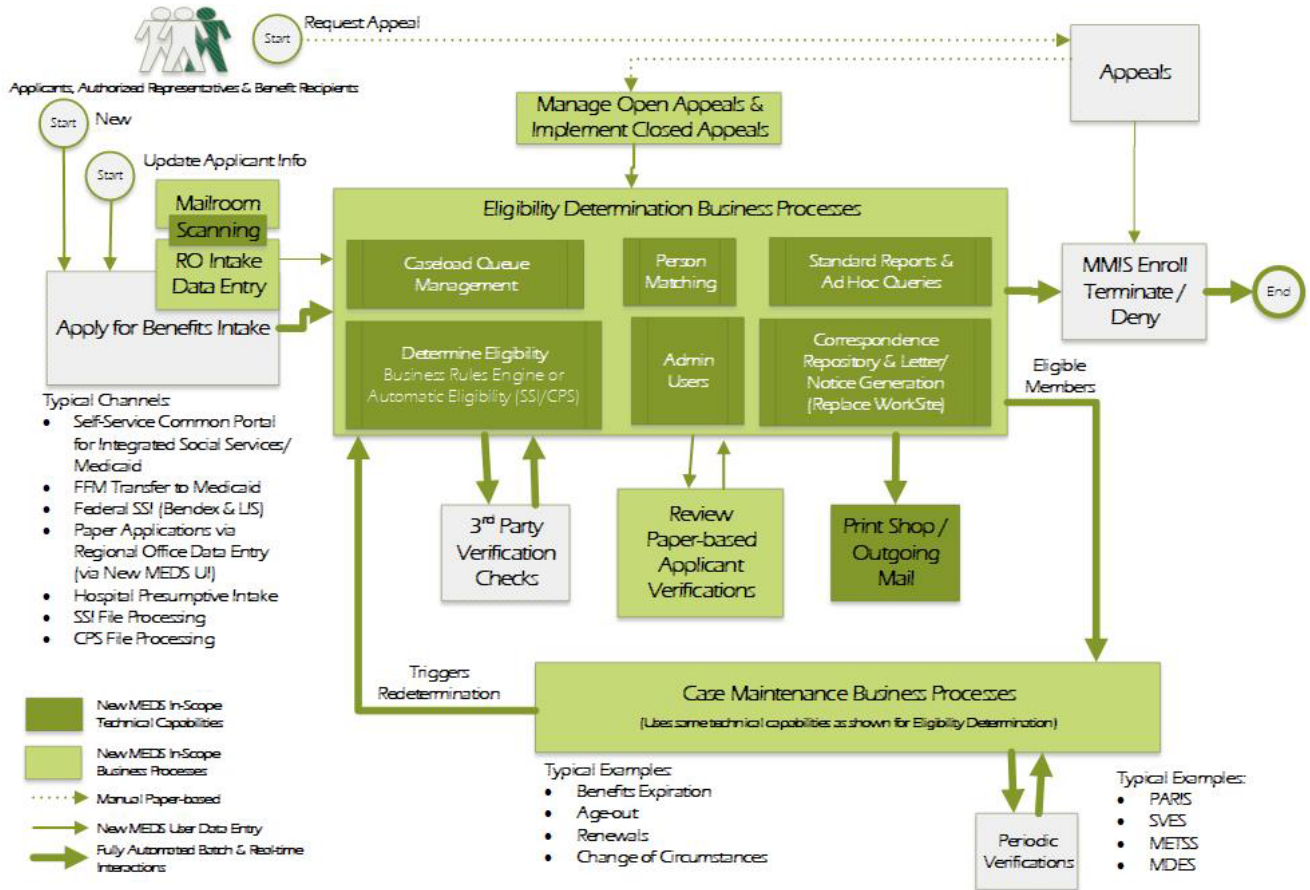
5.1.1 Figure 2 shows the current overall production environment and connectivity. The Vendor shall replicate the environment or propose an equivalent providing the same functionality. It is understood some aspects of the existing architecture may need to be changed, replaced, or merged, and the Vendor understands these activities are part of this proposal and covered in the cost.

Figure 2: Production Environment



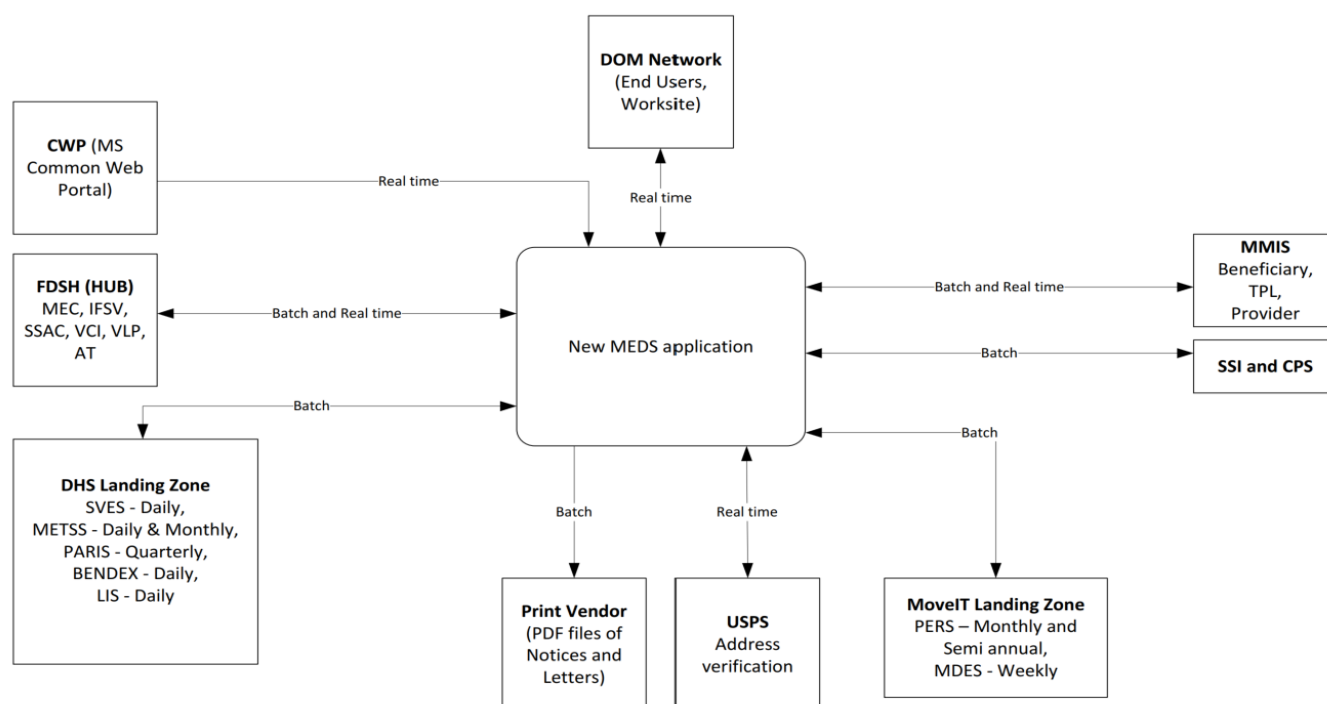
5.1.2 Figure 3 graphically depicts the major business processes provided by New MEDS. Business processes include manual and automated actions that add information to the system or send information out from the system. New MEDS processes internally manage and process the information received. The Vendor shall be responsible for all existing high-level processes and successively lower processes beneath these that New MEDS uses to support Mississippi Medicaid Eligibility business processes.

Figure 3: Eligibility Business Process



5.1.3 Figure 4 identifies the data flow information exchanges between New MEDS, other systems in DOM, the DOM MESA, and systems external to DOM. The interfaces are listed in Table 9. The Vendor shall assume and maintain the existing interfaces, be capable of troubleshooting and enhancing when necessary, and add new interfaces as future changes dictate.

Figure 4: New MEDS Data Flow Diagram



5.1.4 Table 5 lists the New MEDS Commercial-Off-The-Shelf (COTS) applications in alphabetical order. The products listed support the production and lower environments that are part of New MEDS. The Vendor shall provide products that are the same or comparable to the ones New MEDS currently uses. The Vendor shall provide the rational for any substitutions, changes, or product mergers that deviate from the existing products. For all changes, the Vendor shall provide the transition process required to integrate the substitutions or changes into New MEDS.

Table 5: New MEDS COTS Tools (alphabetical list)

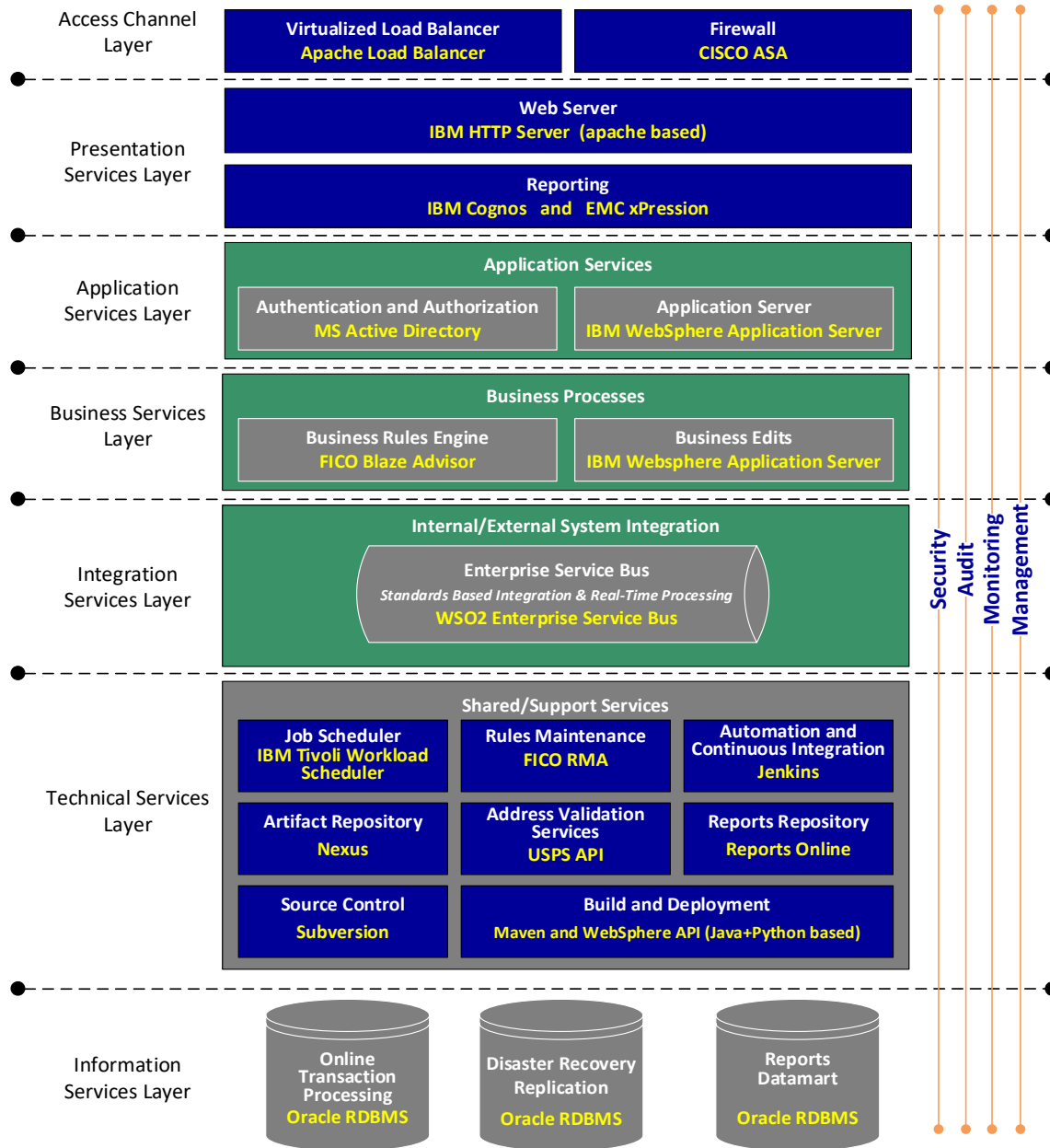
COTS Product Name ⁽¹⁾	Layer	Purpose
Apache Load Balancer	Access Channel	Virtualized Load Balancer
CISCO ASA	Access Channel	Firewall
CSR Tracking (Proprietary)	Supporting	Scope Management
EMC xPression Reporting	Presentation Services Layer	Reporting
FICO Blaze Advisor	Business Processes	Business Rules Engine
FICO RMA	Technical Services Layer (Shared/Support Services)	Rules Maintenance
IBM Cognos Data Analytics	Presentation Services Layer	Reporting
IBM HTTP Server (Apache based)	Presentation Services Layer	Web Server

COTS Product Name ⁽¹⁾	Layer	Purpose
IBM Tivoli Workload Scheduler	Technical Services Layer (Shared/Support Services)	Job Scheduler
IBM WebSphere Application Server	Application Services	Application Server
IBM WebSphere Application Server	Business Processes	Business Edits
Jenkins	Technical Services Layer (Shared/Support Services)	Automation and Continuous Integration
Maven and WebSphere Application Programming Interface (API) - Java Python based)	Technical Services Layer (Shared/Support Services)	Build and Deployment
MS Active Directory	Application Services	Authentication and Authorization
Nexus	Technical Services Layer (Shared/Support Services)	Artifact Repository
Oracle RDBMS (1)	Information Services Layer	Online Transaction Processing
Oracle RDBMS (2)	Information Services Layer	Disaster Recovery Replication
Oracle RDBMS (3)	Information Services Layer	Reports Datamart
Reports Online (Proprietary)	Technical Services Layer (Shared/Support Services)	Reports Repository
Subversion	Technical Services Layer (Shared/Support Services)	Source Control
United States Postal Service (USPS) API	Technical Services Layer (Shared/Support Services)	Address Validation Services
WSO2 Enterprise Service Bus	Integration Services Layer (for Standards Based Integration and Real-Time Processing)	Internal/External System Integration via Enterprise Service Bus

⁽¹⁾ **Proprietary items:** an equivalent solution must be provided by the awarded Vendor.

5.1.5 Figure 5 graphically depicts the major software applications which comprise the New MEDS technical architecture graphically. The Vendor shall replicate the existing application architecture such that the current New MEDS functionality is preserved.

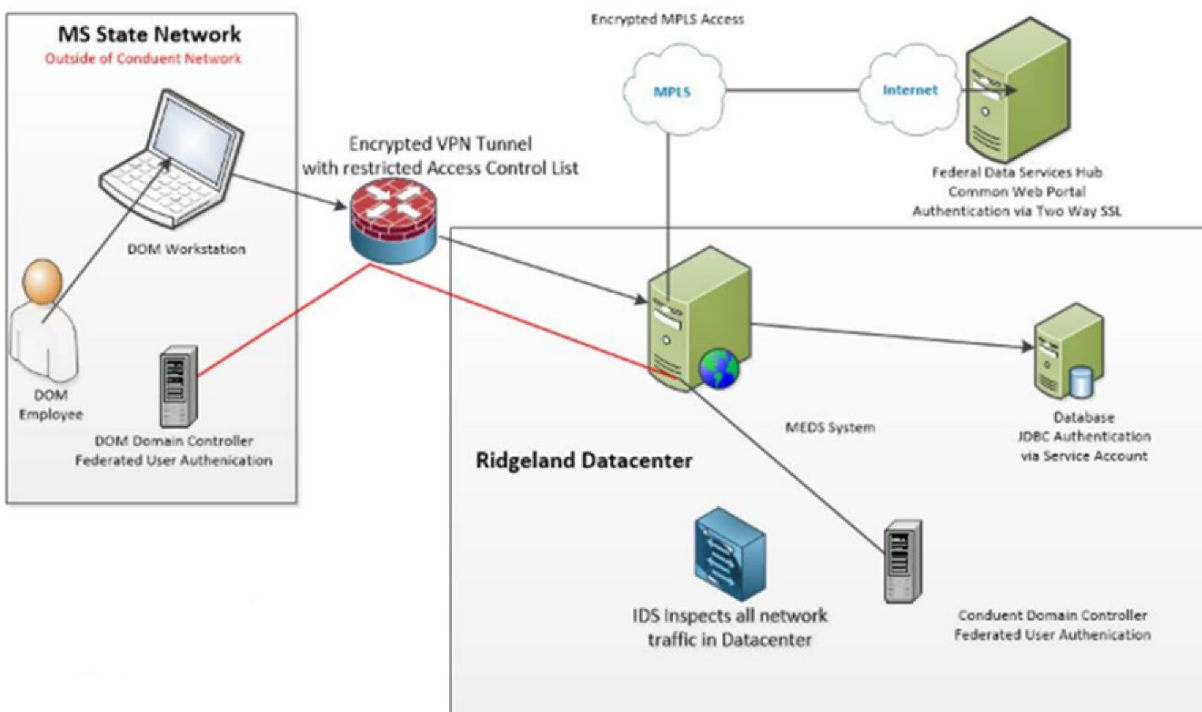
Figure 5: New MEDS Technology Stack



5.2 Current Security Architecture

- 5.2.1 As shown in Figure 6, the security infrastructure is currently managed by the incumbent, Conduent, from their data center located in Ridgeland, Mississippi. Section VII Items 6 and 11.7.13 will require the Vendor to respond with a description of the Vendor's proposed security architecture, including the physical location of data centers or equivalent cloud-based services.
- 5.2.2 The Vendor will provide, manage, and maintain all system hardware and network access necessary to operate New MEDS in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Minimum Acceptable Risk Standards for Exchanges (MARS-E), and all other applicable regulatory environments.
- 5.2.3 The Vendor will perform systems monitoring for health and stability. The current hardware utilizes an industry standard hypervisor and other virtualization technologies to allow for fault tolerance.
- 5.2.4 The Vendor will plan and implement hardware and firmware patches as applicable.
- 5.2.5 The Vendor will plan and execute a program of preventive maintenance for all system, network, and data center hardware as applicable.
- 5.2.6 Additional Security Requirements are outlined in Section VII Item 13.

Figure 6: Security Infrastructure



5.3 Role Based User Access

- 5.3.1 The New MEDS users are located throughout the State. Currently, remote users at the Regional Offices (RO) access the system remotely through Remote Desktop Service (RDS). It is expected that prior to Vendor deployment of New MEDS, all RO users will directly access the system using Windows Edge Browsers.
- 5.3.2 The Vendor's scope of work includes controlling the identity authentication and role-based system access to New MEDS, coordinating with the State for enterprise Single Sign-On (SSO) capability. The user's physical system terminals, laptops, and infrastructure are supplied, supported, and inventory managed by DOM ITECH.
- 5.3.3 Table 6 provides the New MEDS role-based users. Each Role has specific permissions on what can be viewed and/or edited on each screen in New MEDS. Roles are assigned by DOM staff in Active Directory, but roles are defined, edited, and created by the Vendor.

Table 6: New MEDS Role-based Users

New MEDS User Roles
Super User
Supervisor
Case Reviewer
Case Worker
Super Clerk
Clerical (Internal INQ)
External Inquirer

- 5.3.4 Statistically, from October 1, 2020, through September 30, 2021, the peak user load for New MEDS was 600 concurrent users. The average concurrent usage was 400 users.

5.4 Automated Batch Processes

- 5.4.1 Fully automated processes are calendar or event triggered processes internal to New MEDS. Table 7 provides the fully automated processes as examples of capabilities that will be required by the Vendor. The scope of this RFP is not limited to those examples.
- 5.4.2 New MEDS uses the IBM Tivoli Workload Scheduler software to manage batch processing. Batch jobs are loaded to Tivoli, and then assigned to a stream and flow schedule. Jobs are organized into streams based on the need for certain jobs to precede and/or succeed other jobs. Streams are organized into flow schedules based on when they need to run. Tivoli has been configured to allow flow schedule variations based on these types of flows: Daily, Weekly, Monthly, Quarterly, Semi-annual, Calendar Based, and On-Demand.

Table 7: Sample of New MEDS Fully Automated Processes

Category	Example
Batch Utility Jobs	Purge data from staging tables
	Utility file watcher for incoming interface event
	Utility to extract data and populate summary tables used for required reporting
	Clean up/delete MoveIT files from specified folders
	Maintenance utility to bring up (make available) or take down the UI for case worker access
	Maintenance utility file to populate batch job calendar dates.
Eligibility Determination Benefit (EDB)	(a) Process age-out redeterminations, to either close the case for someone who is no longer eligible for Medicaid, or (b) to assign the individual to the next appropriate Category of Eligibility (COE).
	Automatically change category of eligibility assignment for children turning age 1 year old during the month.
	Process renewal redeterminations
	Process wholesale change redeterminations (refer to Section VII Item 5.6)
	Automatically change category of eligibility assignment for children who are pregnant and turning 19 by end of month
	Retrieve, parse and load the responses received from Federal Data Services Hub (FDSH) that contain information about the cases for which the Mississippi Department of Human Services (MDHS) resolved Verify Lawful Presence (VLP) in Step 2 or 3. (Step 1 verification is a real-time response.)
	Process deceased case closures
Generate Batch Notices	Refer to list of notices in Table 8.
Quality Controls	Generate daily report of potential data integrity issues from worker portal data entry
	Extract random EDB sample
	Generate report of in-process applications that have aged beyond a set maximum number of days
	Generate report of orphan records – individuals without a case, created by attempted merge of interface records
Intake Front Office and Back Office Case Maintenance	On a daily basis, merges the application PDFs with attachments and packages them based on the Regional Office (RO) and sends them to Reports Online (ROL)
	Loads the death closure file to the New MEDS database
	Generate task for 15 days have elapsed beyond pregnancy due date without newborn addition
	Generate a workflow task for case review for individuals receiving Adoption Subsidy or Foster Care Health COE and have turned ages 1 or 19
	Perform a mass change process to update flags for applicant/beneficiary records where qualified immigrant has 5 years US residency
	Extracts list of all the people having application and redetermination contact types during that week

Category	Example
Infrastructure	Generate daily report of potential data integrity issues from worker portal data entry
	Sends documents to the document repository that failed to upload real-time during the previous workday
	Generic batch to send reports through emails to specified recipients – Daily
	Generate report of in-process applications that have aged beyond a set maximum number of days
	Generate report of orphan records – individuals without a case, created by attempted merge of interface records

5.5 Wholesale Changes

- 5.5.1 The purpose of the annual Wholesale Change (WC) process is to adjust the “financial eligibility income limits and needs” standards used in ABD cases for all Institutional or SSI budgeting cases, and to increase Retirement, Survivors, and Disability Insurance (RSDI) benefits and certain Veterans Administration (VA) benefits for all cases containing such benefits. The WC is designed to be accomplished in two steps; the first step takes place in December and the second in March.
- 5.5.2 The December WC adjusts certain need standards. RSDI and certain VA benefits are increased on all active institutional ABD cases and all active ABD cases that use SSI budgeting rules. Eligibility is recalculated on all cases with income changes and patient liability is recalculated on all long-term care cases with income changes.
- 5.5.3 The March WC adjusts all need standards based on the Centers for Medicare and Medicaid Services (CMS) annually published FPL and increases RSDI and certain VA benefits on Qualified Medicare Beneficiaries (QMB), Specified Low Income Medicare Beneficiary (SLMB), Qualified Individuals (QI), and Working Disabled and Qualified Working Disabled Individual (QWDI) cases. This two-step procedure is deemed necessary since federal policy prohibits increasing RSDI and VA benefits on FPL cases until the FPL is increased and implemented for all such cases.
- 5.5.4 The WC process is configured and initiated by State Office staff via a specific project request each year. The WC process runs in batch and includes a call to eligibility in batch mode. All applicable reports and notices are automatically produced and mailed.
- 5.5.5 The WC process includes vendor-supported activities to test the proposed changes on a sample of cases, analyze the results and support approval to run the WC against the entire population of Medicaid members. The change process also includes rules to skip ABD cases that have pending work-in-progress, and to provide reports for manually updating skipped cases. The change process generates notices and a group of related reports.

5.6 Standard Reports, Notices, and Premium Invoices

- 5.6.1 New MEDS produces over 100 standard reports in PDF format on a report specific frequency using data from the New MEDS databases. The reports are available to DOM on a Conduent proprietary product, Reports OnLine (ROL). The Vendor shall take over maintenance of producing these reports, including the maintenance of staging data tables and enhancements to report layouts.
- 5.6.2 **MANDATORY:** The Vendor shall supply their own report management system with a secure login via single sign on.
 - 5.6.2.1 The report management system shall be configured in such a way to minimize the training required by eligibility staff for continued use of the system. Vendor must describe how it will meet this specification.
 - 5.6.2.2 The report management system shall have the ability for the user to search for reports using Report ID, Report Description (including partial descriptions), report cycle date (start and/or end dates), report print date (start and/or end dates). Vendor must describe how it will meet this specification.
 - 5.6.2.3 The report management system shall allow the user to browse for reports by showing folder names (or directory structure) with a short description and allow the user to successively drill down to the desired report. Vendor must describe how it will meet this specification.
- 5.6.3 The Vendor shall host and make available all current and historical reports in their new report management system. This means all reports currently accessible by DOM users shall be available to view, print, and download without any interruption from the new report management system once the Vendor has reached Go-Live.
- 5.6.4 The New MEDS system allows users to generate and view draft notices when the case is processed and waiting in Pending Submission for Review or Pending SA (Supervisor Approval) case status from the user interface. Upon SA, a final notice is generated, stored in the document repository, and sent to the Vendor's Print Shop for mailing the Notice to the applicants/beneficiaries or other eligibility-related third parties (unless the notice has been waived by applicant). Table 8 shows the types of notices that can be generated from within New MEDS.
- 5.6.5 Draft Notices and Final Notices provide the details of the decision outcome in a DOM-approved format and language that an applicant/beneficiary can easily understand. New MEDS users can view the notice history from the user interface located in the Letters/Notices tab of the Case Detail screen.

- 5.6.6 New MEDS generates member invoices to collect the healthcare premium amounts from Working Disabled (WD) program participants, who are required to pay a monthly premium amount to receive Medicaid health benefits. The Premium Collection process includes those activities necessary to gather the applicant's income information, apply program criteria to calculate the monthly premium, input via manual data entry the premium payments received into New MEDS, and generate invoices to collect premiums due from the member. New MEDS users can view the invoice history on the WD Premium Collection screen. The generated invoices are stored in the document repository and sent to Vendor's printing operations for mailing to the clients.

Table 8: Notice Types

Term	Definition
Eligibility Notice Types, based on DOM-305 Template	<ul style="list-style-type: none"> • Approval Notice for MAGI and CHIP • Approval Notice for Healthier Mississippi Waiver (HMW) • Approval Notice for Nursing Home Client • Approval Notice for Nursing Home Client with an Authorized Representative • Approval Notice for Family Planning • Approval Notice for Working Disabled and Initial Invoice • Denial Notice for MAGI and CHIP • Denial Notice for HMW • Denial Notice for Nursing Home Client • Denial Notice for Family Planning Client • Denial Notice for Working Disabled Client • Approval Notice for Nursing Home/Swing Bed Substantial Home Equity • Denial Notice for Home and Community Based Services (HCBS) Substantial Home Equity
Enclosures	Enclosures are the pamphlets or flyers that are attached to each approval or denial notice that is generated and sent to the client.
Estate Recovery Flyer	The Estate Recovery Flyer is attached to every Nursing Home, Swing Bed, SSI in Institution and Home and Community Based Services (HCBS) approval notice. It contains information about eligibility in the Estate Recovery program.
Fair Hearings Pamphlet	The Hearings Pamphlet is enclosed with every notice. It provides information to the client about requesting a hearing if they do not agree with the decision made on their application. The pamphlet includes the date by when they should request the hearing and who they should contact.
Family Planning Flyer	The Family Planning Flyer is attached to every Family Planning approval notice. It contains information about eligibility in the Family Planning

Term	Definition
	program and services offered for this benefit program (not full Medicaid).
HMW Flyer	The HMW Flyer is attached to every HMW approval notice. It contains information about eligibility in the Healthier Mississippi Waiver program and services offered.
HMW Benefits Flyer	The HMW Benefits Flyer is attached to every HMW approval notice. It contains information about benefit limits and costs in the Healthier Mississippi Waiver program.
Institutional Eligibility Notice Types, based on DOM-317 Template (Sent to Provider)	<ul style="list-style-type: none"> Approval Notice for Nursing Home Institution Denial Notice for Nursing Home Institution
Medicaid Reporting Requirement Pamphlet	The Medicaid Reporting Requirement is enclosed with every approval notice. It provides information to the clients letting them know they need to inform the Medicaid office if there is a change in circumstances.
Notice of Non-Discrimination Flyer	The Notice of Non-Discrimination is attached to the following letters/notices: DOM-305, DOM-307, DOM-309, DOM-351, DOM-322, DOM-311B, DOM-307R_ABD, and DOM-307R. It contains information about the Mississippi Division of Medicaid's Non-Discrimination policy.
Premium Invoices	Monthly premium invoices are generated to support the Working Disabled program, which requires members to pay a monthly premium to receive Medicaid benefits.
Renewal Notices (Batch Produced)	These notices can also be case worker triggered single letters; refer to Table 17. ABD Redet/Renewal Form MAGI Redet/Renewal Form
Voter Registration Form	The Voter Registration Form is inserted with Renewal notices (DOM-307R). It contains information about how to register to vote in Mississippi.
Wellness Flyer	The Wellness Flyer is attached to every Medicaid approval notice. It contains information about the Preventive Health Services offered by the Mississippi Division of Medicaid. It lists all the wellness services provided, whether the client will need to provide copays, and at what age groups can utilize the services offered.

5.7 New MEDS Interfaces

- 5.7.1 Table 9 lists the current New MEDS interfaces alphabetically, by Entity. The awarded Vendor will operate these interfaces and continue to expand New MEDS interoperability and data exchanges. New MEDS performs post-receipt

processing for many interfaces. For example, New MEDS can identify beneficiaries from an interface, and create an alert to notify a caseworker that “beneficiary is receiving unemployment compensation”. These alerts inform a caseworker that they need to review a case.

Table 9: New MEDS Interfaces

Entity	Description	Interface Type	Routing	Primary Data Direction
BENDEX (via SSA)	Beneficiary Earnings and Data Exchange (BENDEX) - is a batch data exchange that provides Title 2 and earnings data with the State agencies.	Daily incoming file	INBOUND	Into MEDS
CENTRALIZED PRINT SHOP (Sourcelink)	Daily outbound printing of Eligibility Notices and Letters.	Daily	OUTBOUND	Out of MEDS
CENTRALIZED PRINT SHOP (Sourcelink)	Monthly outbound printing of renewal form packages, pre-populated with recipient information.	Monthly	OUTBOUND	Out of MEDS
CENTRALIZED PRINT SHOP (RR Donnelley)	Annual information notice – impact of FPL change and cost of living.	Annual	OUTBOUND	Out of MEDS
CPS (MDHS)	A file with a list of CPS foster care and CPS adoption children who should receive Medicaid benefits.	Daily, Monthly	INBOUND	Into MEDS
CWP	Common Web Portal - interface to the applicant/Beneficiary portal. This is an online portal for new applications as well as a beneficiary portal for reviewing DOM generated documents, providing documentation (in the form of uploaded PDFs) requested by caseworkers, providing change in circumstances notices, and requesting appeals to their case.	Real time Interface	OUTBOUND - Request	INBOUND Response
Federal Data HUB	Started with ACA – gateway for numerous verifications, including Social Security Administration (SSA) (identity), federal Internal Revenue Service (IRS) for annual income and	Real time Interface	OUTBOUND-Request	INBOUND Response

Entity	Description	Interface Type	Routing	Primary Data Direction
	family size and Systematic Alien Verification for Entitlements (SAVE) (Dept of Homeland Security Immigration information to verify the legal presence verify the legal presence /status of immigrants), Federally Facilitated Marketplace (FFM).			
LIS	Low Income Subsidy – data matching provides leads for DOM to solicit applications for the State Medicare Savings Program (MSP) from these individuals identified by SSA as likely eligible for MSP.	Daily	OUTBOUND - Request	INBOUND- Response
MDES	Mississippi Department of Employment Security – individuals that have unemployment claims, receiving unemployment benefits.	Weekly Request and Response for MOD MEDS	OUTBOUND - Request	INBOUND- Response
MDES	Mississippi Department of Employment Security – individuals that have unemployment claims, receiving unemployment benefits.	Bimonthly Request and Response for MEDS	OUTBOUND- Request	INBOUND- Response
METSS – MDHS	Child Support Enforcement information – for those cases that have a medical support order being enforced, typically used for Third Party-Liability (TPL) work.	Daily Request and Response	OUTBOUND- Request	INBOUND - Response
MESA	Medicaid Enterprise System Assistance– enrolling eligible individuals into program benefits, and updating the eligibility start/end dates for recipients.	Daily	OUTBOUND	
MDHS (SDX)	State Data Exchange – daily transmission of SSI recipients from SSA provided by the Mississippi Department of Human Services	Daily	INBOUND	
MMIS	Medicaid Management Information System – updating of recipient eligibility records to include TPL	Daily	INBOUND	

Entity	Description	Interface Type	Routing	Primary Data Direction
	start/end dates as determined from provider/claims interactions and TPL carrier interactions. This system is being replaced by MESA in 2022.			
PARIS (via SSA to MDHS)	Periodic Matching Data – identifies improperly receiving Medicaid in multiple states.	Quarterly	OUTBOUND-Request	INBOUND - Response
PERS	Public Employees Retirement System – individuals that may have eligibility for medical coverage as retirees.	Monthly Request and Response	OUTBOUND-Request	INBOUND - Response
SSI (via SSA to MDHS)	A batch file processed by New MEDS that adds SSI recipients as Medicaid eligible and enrolled beneficiaries.	Daily, Monthly	INBOUND	Into MEDS
SVES (via SSA to MDHS)	State Verification and Exchange System (SVES) - a batch query system utilizing the File Transfer Management System that provides states and some federal agencies with a standardized method of Social Security Number (SSN) verification and uniform data response for Title 2 and/or Title 16 data. In addition to allowing states to receive SSN verification, and, if requested, Title 2 and/or Title 16 data.	Daily Request and Response	OUTBOUND-Request	INBOUND - Response
USPS	United States Postal Service – query and response to get accurate mailing addresses.	Real time interface	OUTBOUND Request	INBOUND-Response

5.8 CWP Inbound

- 5.8.1 In 2018, New MEDS began receiving applications from the CWP, which is a joint website for DOM and MDHS applicants and beneficiaries. The purpose of the process is to receive electronic applications from the CWP into New MEDS for eligibility determination. Electronic applications are accepted and received from the CWP via an Application Programming Interface (API) message interface. The entire CWP application Extensible Markup Language (XML) codebase is loaded to the interface tables in the New MEDS database.

- 5.8.2 Based on current eligibility data rules, the CWP applications are either loaded into New MEDS or ROL.
- 5.8.3 For applications loaded into New MEDS, the application is loaded into New MEDS with a pending status and either sent to a caseworker's queue to be worked if the applicant is known to New MEDS or assigned to the "Cases to Assign" queue where it will be assigned to a worker. Once in a worker's queue, the worker will manually review the information in the case and submit the case for an eligibility determination. These electronic applications are loaded after certain required verifications (verify Social Security benefits, verify Medicare benefits, and verify current income data from Equifax) are performed. Existing FDSH interfaces are used to verify specific data for each CWP application. A PDF of the CWP application and all uploaded documentation in PDF form is available in the document repository for a worker to view. The documents are available to view in the Applicant and Case Documents folders through the New MEDS User Interface.
- 5.8.4 For applications loaded into ROL, the application PDF and any supporting PDFs are stored in the appropriate regional office folder, to be handled manually by a worker. There are several reasons an application is loaded to ROL. These include, but are not limited to:
 - 5.8.4.1 Complex applications, such as members leaving one household to become the 'head of household' in another household.
 - 5.8.4.2 Out-of-state home address is assigned to the appropriate regional office.
 - 5.8.4.3 Applications that cannot be parsed to New MEDS because of data issues will be loaded to ROL.
- 5.9 Currently, New MEDS only receives MAGI Applications. ABD and Renewal applications are dependent on a long-term enhancement of the CWP capabilities currently scheduled for 2023 Go-Live.
- 5.10 CWP Application Response
 - 5.10.1 Acknowledgements are sent back to the CWP when an application XML is received by New MEDS. However, no response is generated to communicate the eligibility decisions back to the CWP.
- 5.11 CWP Outbound
 - 5.11.1 Outbound transactions are sent from the CWP to New MEDS as an XML consisting of all information contained in a valid response for the CWP Submit Application Service. Currently, there are no Outbound transactions from New MEDs back to the CWP. In 2023, when the Self-Service Portal portion of the CWP goes into production, New MEDS will respond to requests for beneficiary benefit status,

application status, and lists of documentation that have been uploaded by the client.

5.12 CWP Documentation Response

5.12.1 The Medicaid applicant can submit supporting documents through CWP. These documents are uploaded as additional information provided by an applicant. New MEDS accepts all supporting documents through an API message interface for Medicaid eligibility determination and notifies workers as appropriate. The documents are properly indexed, and a message is generated on the time period window to notify the caseworker when a new document is uploaded for a case. The total count of documents is displayed on the case document and applicant document pop-up windows. The count is reduced once the caseworker views the document. A pathway is added to existing case document pop up window and applicant document pop-up window. Each pathway is removed as the documents for the pathway are viewed.

5.13 DOM Benefit Programs and Categories of Eligibility

5.13.1 New MEDS currently supports Mississippi Medicaid's various benefit programs through various active categories of eligibility, as summarized in Table 10. Over time, various benefit programs have been retired or are otherwise inactive. The categories must still be maintained, for historical purposes of prior recipients, potential adjudications of prior determinations and the potential need for other data analysis. The inactive categories of eligibility are listed in Table 11.

5.13.2 In covering federally mandated populations, each state has specific rules. For example:

5.13.2.1 In performing eligibility determinations, Mississippi Medicaid has a partnership with hospitals for the Hospital Presumptive Eligibility program but does not participate in "express lane eligibility".

5.13.2.2 Mississippi DOM has a program of continuous 12-month eligibility for children, even if the family's income changes during the year.

5.13.2.3 Mississippi DOM requires a 5-year waiting period for immigration statuses that qualify for Medicaid.

5.13.3 The awarded Vendor will be required to maintain all the Mississippi Medicaid eligibility rules for the current categories and for future eligibility benefit categories that may be needed due to policy changes and new legislative policies. The Vendor will be required to maintain the "benefits assignment hierarchy", which assigns eligible individuals to the single benefits program category of eligibility that is most appropriate, based upon rules. New MEDS also assigns the eligibility segment start and end dates for each eligible individual.

Table 10: Active Categories of Eligibility – 2020 – Mississippi Division of Medicaid

Certifying Agency	Category of Eligibility	Description of Category	Federally Mandated or Optional
Social Security Administration (SSA)	001	Supplemental Security Income (SSI) Individuals	Mandatory
DOM	002	SSI Retroactive Eligibility	Mandatory
MDHS	003/0	Refugees eligible under Refugee Resettlement Grant	Mandatory under the grant
Child Protection Services (CPS)	003/3 003/4	Child under age 21 receiving Title IV-E Foster Care or Title IV-E Adoption Assistance	Mandatory
SSA/DOM	005	SSI individual in an Institution	Mandatory
CPS/DOM	007	Protected Foster Care to Age 26 – covers children aging out of foster care at age 18 - 21	Mandatory
DOM	010	Nursing Facility - under 300% of SSI Federal Benefit Rate (FBR)	Optional
DOM	011	Long-Term Hospitalization – under 300% FBR	Optional
DOM	012	Swing Bed – under 300% FBR	Optional
DOM	013	Nursing Home - would be SSI eligible if at home	Optional
DOM	014	Long Term Hospitalization – would be SSI eligible if at home	Optional
DOM	015	Swing Bed – would be SSI eligible if at home	Optional
DOM	019	Disabled Child Living at Home (Tax Equity and Fiscal Responsibility Act (TEFRA), also referred to as “Katie Beckett legislation”)	Optional
DOM	020	DOM processes eligibility in emergency situations when SSI limitations prevent timely eligibility by SSA	Mandatory
DOM	021	Emergency Services for Immigrants not otherwise eligible	Mandatory
DOM	025	Working Disabled	Optional
CPS	026/2 026/5	Child Welfare Services (CWS) Foster Care and CWS Adoption Assistance (Non-IV-E)	Optional
DOM	027	Uninsured Women with Breast/Cervical Cancer	Optional
DOM	029	Family Planning 1115 Waiver – limited to family planning services	Optional
DOM	031	Qualified Medicare Beneficiary (QMB) – Payment of Medicare premiums and cost-sharing only	Mandatory
DOM	035	Qualified Working Disabled Individual (QWDI) – Payment of Medicare Part A premiums only	Mandatory
DOM	045	Healthier MS Waiver for Aged and Disabled without Medicare (some coverage limits)	Optional
DOM	051	Specified Low-Income Medicare Beneficiary (SLMB) – Payment of Medicare Part B premiums only	Mandatory

Certifying Agency	Category of Eligibility	Description of Category	Federally Mandated or Optional
DOM	054	Qualified Individual (QI) –Payment of Medicare Part B premiums only	Mandatory
DOM	062	HCBS Assisted Living Waiver	Optional
DOM	063	HCBS Elderly and Disabled Waiver	Optional
DOM	064	HCBS Intellectually Delayed/Developmentally Disabled Waiver	Optional
DOM	065	HCBS Independent Living Waiver	Optional
DOM	066	HCBS Traumatic Brain Injury/Spinal Cord Injury Waiver	Optional
DOM	071	Newborn age 0-1 to 194% FPL	Mandatory
DOM	072	Children age 1-5 to 143% FPL	Mandatory
DOM	073	Children age 6-19 to 107% FPL	Mandatory
DOM	074	Children age 6-19 above 107% to 133% FPL	Mandatory
DOM	075	Parents and Needy Caretakers of minor children under age 18	Mandatory
DOM	088	Pregnant Women with income to 194% FPL	Mandatory
DOM	093	Former SSI Recipient - Ineligible Due to Cost-of-Living Increases	Mandatory
DOM	094	Former SSI Recipient - Disabled Adult Child (DAC)	Mandatory
DOM	095	Former SSI Recipient - Widow(er) 60+ years without Medicare	Mandatory
DOM	096	Former SSI Recipient - Widow(er) 50+ years without Medicare	Mandatory
DOM	099	CHIP - uninsured children 0-19 to 200% FPL	Optional

All categories in the table below provided “full Medicaid benefits”, unless specifically noted as providing limited benefits.

Table 11: Inactive Categories of Eligibility – 2020 – Mississippi Division of Medicaid

Certifying Agency	Code	Inactive Category of Eligibility (COE)	Description of Category	Notes	Ending Date of COE	Federally Mandated Population?
SSI	006	Protected SSI Child	Protected SSI Child	Last Child aged out January 31, 2014.	01/31/2014	Mandatory
DOM	028	HIV Employed	Demonstration to Maintain Independent Employment Human Immunodeficiency Virus (HIV)	1115 waiver demonstration project, limited to 9 MS delta area counties	09/30/2007	Optional
DOM	041	PLAD<100	Poverty Level Aged or Disabled, <100	Income < 100%	12/31/2005	Optional

Certifying Agency	Code	Inactive Category of Eligibility (COE)	Description of Category	Notes	Ending Date of COE	Federally Mandated Population?
DOM	042	PLAD<120	Poverty Level Aged or Disabled, <120	Income < 120%	12/31/2005	Optional
DOM	043	PLAD<135	Poverty Level Aged or Disabled, <135	Income < 135%	12/31/2005	Optional
DOM	046	PLAD-Cancer	Poverty Level Aged or Disabled, Cancer	1115 Waiver	12/31/2005	Optional
DOM	047	PLAD-Renal	Poverty Level Aged or Disabled, Renal	1115 Waiver	12/31/2005	Optional
DOM	048	PLAD-Transplant	Poverty Level Aged or Disabled, Transplant	1115 Waiver	12/31/2005	Optional
DOM	049	PLAD-Anti-Psychotic	Poverty Level Aged or Disabled, Anti-Psychotic	1115 Waiver	12/31/2005	Optional
DOM	057	QI2	Qualified Individuals (QI)	QI-2 did not receive full Medicaid benefits. Medicare Part B Premium Only, no crossovers.	12/31/2002	Mandatory
DOM	061	Hospice	Hospice	Hospice care	04/30/2005	Optional
DOM	067	HCBS MYPAC	HCBS Mississippi Youth Programs Around the Clock (MYPAC) Waiver	Home and community- based Medicaid program for children and youth with Serious Emotional Disturbance (SED), that follows the High-Fidelity Wraparound process. The 1915(c) waiver enrollment ended 9/30/2012.	09/30/2014	Optional
DOM	076	Adult Expansion	Not Applicable in Mississippi	N/A - No Medicaid Benefits MS Medicaid is not expanding to these non-disabled childless adults.	COE was never implemented	N/A

Certifying Agency	Code	Inactive Category of Eligibility (COE)	Description of Category	Notes	Ending Date of COE	Federally Mandated Population?
DOM	085	TANF - Medical Assistance – Intact Family	TANF - Medical Assistance for Intact Family with Children up to age 18	COE 085 used 22% of FPL as income limit (old AFDC limit). This COE code ended effective 01/01/2014, and no new applicants were placed in this COE. Children in this COE were moved to appropriate COEs (071-073) and Adult Caretakers were moved to COE 075. The COE 75 was a new COE created for adults.	01/01/2014	Mandatory
DOM	087	Expanded Medicaid	Children age 1-5 under 133%	This COE code ended effective 01/01/2014, and no new applicants were placed in this COE. Children in this COE were moved to COE 072.	01/01/2014	Mandatory
DOM	090	Grandfathered	1973 Grandfathered Case	These individuals were grandfathered from 1973 rules. No remaining cases exist.	N/A	Mandatory
DOM	091	Poverty Level Children	Children under 19 under 100% FPL	This COE code ended effective 01/01/2014, and no new applicants were placed in this COE. Children in this COE were moved to COE 073.	01/01/2014	Mandatory
DOM	092	Katrina	HR-1 – Hurricane Katrina	1115 waiver for Hurricane Katrina related.	01/31/2006	Optional

5.14 COE Hierarchy

5.14.1 Each COE is defined as either Systematic or Worker Entered. Worker entered COEs will process in the specified COE only. If the case processes to a denied status, no other COE will be tried for coverage of the applicant.

5.14.2 Systematic COEs will process through the COE hierarchy shown in Table 12. The “Applying For” dropdown on the Demographics page of the User Interface will determine if the COEs processed will be MAGI only, ABD only, or both. If the worker chooses Both, then all 27 systematic COEs will be tried for eligibility.

Table 12: Hierarchy for Assigning Eligible Individuals to a Category of Eligibility

COE	Full Medicaid	Description	Order
094	Y	DAC	1
093	Y	Cost of Living	2
096	Y	Widow(er) 50+	3
095	Y	Widow(er) 60+	4
071	Y	Newborns	5
072	Y	Children age 1-5	6
075	Y	Parents/Caretakers	7
073	Y	Children 6-19 under 107%	8
074	Y	Quasi-CHIP Children 6-19 under 133%	9
088	Y	Pregnant Women	10
099	N	CHIP	11
013	Y	NH-would be SSI if at home	12
010	Y	NH - under 300%	13
014	Y	Long Term Hospital - would be SSI if at home	14
011	Y	Long Term Hospital - under 300%	15
015	Y	Swing Bed-would be SSI if at home	16
012	Y	Swing-Bed - under 300%	17
062	Y	HCBS Assisted Living	18
063	Y	HCBS Elderly/Disabled	19
064	Y	HCBS MR/DD	20
065	Y	HCBS Independent Living	21
066	Y	TBI (Traumatic Brain Injury)	22
025	Y	Working Disabled	23
045	Y	Healthy MS Waiver	24
031	N	Qualified Medicare Beneficiaries (QMB)	25
051	N	Specified Low Income Medicare Beneficiaries (SLMB)	26
054	N	Qualified Individuals (QI)-1	27
WORKER DIRECTED COEs			
002	Y	SSI Retro	N/A
003	Y	Department Child Protection Services (DCPS) / IV-E Medicaid	N/A
005	Y	SSI in Institution	N/A
007	Y	Protected Foster Child	N/A
019	Y	Disabled Child Living at Home (DCLH)	N/A
020	Y	SSI Limitations (emergency certification)	N/A
021	Y	Alien Emergency	N/A

COE	Full Medicaid	Description	Order
026	Y	DCPS Foster Care	N/A
027	Y	Breast and Cervical	N/A
029	N	Family Planning	N/A
035	N	QWDI	N/A

5.15 Denial Hierarchy

5.15.1 The Denial Hierarchy defines the order of importance of non-financial denial reasons. The pending decision screen will only provide the most important denial reason, according to the approved denial hierarchy. However, if more than one denial would apply to an individual's decision, then the log will display every denial reason. Table 13 lists the denial Hierarchy for MAGI Hierarchy determinations and Table 14 lists the denial ABD Hierarchy determinations.

Table 13: Denial Hierarchy for MAGI Determinations

Denial Order	Denial Reason	Comments	Triggers for Eligibility Worker Manual Eligibility
1	COE Active		Y
2	Worker Determined Close/Deny		N
3	Death		Y
4	Residency in State		Y
5	Citizenship		Y
6	Identity		Y
7	Apply for SSN		Y
8	Deprivation (1)	Applies only to COE 75 when children, if any, exceed age 18. Rules that deny for "No One Under 18 at Home"	Y
9	Relationship		Y
10	Living Arrangement		N
11	Emancipated Minor	This must be before Child Support Cooperation	Y
12	Deprivation (2)	Applies only to COE 75 Rules that deny for "Does Not Meet Family Medicaid Assistance Requirements"	N
13	Child Support Cooperation	COE 75 only	Y
14	Age	71, 72, 73, 74, 99, 99-CHIP Protected Children	Y
15	Pregnancy	COE 88 only	Y
16	Cooperation with TPL	Insurance for CHIP only	Y
17	Medicare Entitlement	COE 99 only	Y
18	Gender	COE 88 only	Y
19	Apply for Other Benefits		N

Denial Order	Denial Reason	Comments	Triggers for Eligibility Worker Manual Eligibility
20	Tax Data		Y
21	Protected CHIP Requirements	There are exclusions. Protected CHIP is only for re-instatements to COEs 71, 72, 73, 74, 85, 87, 88, & 91.	Y
22	Verification Processing		Y

Table 14: Denial Hierarchy for ABD Determinations

Denial Order	Denial Reason	Comments	Triggers for Eligibility Worker Manual Eligibility
1	COE In Effect (begin date/end date)		Y
2	Worker Determined Close/Deny		N
3	Death		Y
4	Public Institution		Y
5	Residency in State		Y
6	Citizenship		Y
7	Identity		Y
8	Apply for SSN		Y
9	Living Arrangement		N
10	Age		Y
11	Level of Care		Y
12	Pregnancy	Only applies to Family Planning	Y
13	Disability		Y
14	Medicare Part A	Only applies to HMW, SLMB, QI	Y
15	Medicare Part B	Only applies to HMW, SLMB, QI	Y
16	Apply for Other Benefits		N
17	Working Hours	Only applies to Working Disabled	Y
18	30 Consecutive day/night Stay	Only applies to Nursing Home - <300%, Hospital - <300%, Swing Bed - <300%, Hospital – Eligibility At Home	Y
19	QMB Eligibility	No retro denial reason should appear on Notice	Y
20	SSI Retro	Worker Entered and Manual only (not regular system flow)	Y
21	Cooperation with TPL		Y
22	Public Law		Y
23	Verification Processing		Y

5.16 New MEDS Business Functionality Overview

- 5.16.1 Table 15 provides an overview of current New MEDS eligibility system/operations business capabilities. Some items listed as “Out of Scope” are not part of this Takeover RFP and are included only to provide a complete description of an Eligibility business process.

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Table 15: Eligibility Systems Business Area Capabilities

Business Area	Business Area Functionality Description
<p>CWP to New MEDS Applicant Self-Service Online Access (Out of Scope CWP aspects only)</p>	<p>DOM has public, client facing functionality that interacts with New MEDS databases and interfaces, referred to as the Common Web Portal, CWP.</p> <p>The following features are available in the web portal and New MEDS interacts with a real-time Simple Object Access Protocol (SOAP)/XML interface:</p> <ul style="list-style-type: none"> • Citizens can manually authenticate by uploading proof documents to New MEDS. • Citizens, known and unknown, can apply online for benefits sending an electronic application to New MEDS. • New MEDS can deliver secure documents to the authenticated users and inform the user using text messages and/or email. • Authenticated users can view their case(s) online using information provided by New MEDS. • Authenticated users can submit eligibility important life changes such as income, assets, home address, contact, family size, etc. • Eligibility redetermination applications can be reviewed and submitted electronically. • Appeals can be submitted electronically and monitored online. • All letters and notices produced and stored in New MEDS are available upon request via the portal. • Documents can be uploaded for various purposes from the Portal, stored in New MEDS and later provided back to the portal upon request. • New MEDS identifies portal individuals, matching them to existing Medicaid recipients and maintaining the long-term health of the linkage through merges and other data changes. • Citizens can request a voter registration form via the CWP. New MEDS batch processing will send a voter registration form to the address entered.
<p>DOM Regional Office – Interaction with Applicants & Beneficiaries (Front Office) (Out of Scope)</p>	<p>This business encompasses management of both the in-person and ongoing regional case management processes:</p> <ul style="list-style-type: none"> • Workers registering new applicants and intaking in-person new applications. • Applicant/Beneficiary phone inquiries regarding applications • Appointment scheduling for either additional information related to the eligibility process or for appeals related activities.
<p>Eligibility Determination (In Scope)</p>	<p>This business area includes the functional components that support the determination rules that are critical for eligibility determinations. Rules are executed following the understanding of the case structure (such as “head of household”) and supports the understanding of pertinent pending financial/non-financial factors that may require additional verification information. Following verification of those factors, Eligibility Determination and Benefit Calculation (EDBC) rules are used again to support final determinations. These rules are all</p>

Business Area	Business Area Functionality Description
	<p>contained with the FICO® Blaze Rules Engine that has been incorporated into the codebase of the New MEDS solution.</p> <p>Upon entry of all required application data, a case worker processes eligibility within the case details. A decision is returned and may be reviewed by the case worker before proceeding to the Supervisor Approval (SA) process. If the case worker decides the decision returned is not the preferred decision, then the pending decision may be retracted by the case worker to update data before re-processing.</p> <p>The case worker may submit a case for supervisor review by selecting the “Submit for Review” button on the Pending Submission window. When selected, the case is moved to the “Pending Supervisor Approval” status and is displayed on the Decision History window. A supervisor may return a case to a worker for the purpose of updating data before reprocessing or the supervisor may approve the eligibility decision. (All case changes must be approved by a supervisor, except for change of applicant/beneficiary physical/mailling address.)</p> <p>Once a worker submits an eligibility decision for supervisor approval, the decision appears on the supervisor’s list of decisions needing approval.</p> <p>When the supervisor approves a decision, the New MEDS is triggered to perform fully automated processes, including generating notices, updating the document repository, updating the eligibility history, and calculating the redetermination due date for the next eligibility review.</p> <p>EDBC functional components include:</p> <ul style="list-style-type: none"> • Household Composition: Configures the appropriate Medicaid financial household, with associated participation statuses for everyone that is relevant to the person applying for Medicaid. • Non-Financial Eligibility Determination: Determines non-financial eligibility using case household and individual information. • Financial Eligibility Determination: Determines income financial eligibility using case and individual information. • Resource Eligibility Determination: When applicable to the applicant’s case, determines resource eligibility for the ABD subset of benefit programs, using case and individual information. • Authorization: Supports role-based process for review, approval, denial, and suspension of Medicaid benefits for each benefit period and maintains the eligibility system of record for CHIP benefits. • Benefits Hierarchy Calculation: Calculates and assigns the appropriate benefit category of eligibility for applicants who are eligible for Medicaid. • Forward to MESA for Enrollment: Communicates to MESA in a fully automatic, electronic process, an individual’s updated eligibility segment. <p>Note: MESA (not New MEDS) will perform the assignment and enrollment of</p>

Business Area	Business Area Functionality Description
	<p>new beneficiaries into managed care organizations (as selected by beneficiary or per automatic assignment rules).</p> <ul style="list-style-type: none"> • Forward to LTSS for Enrollment: Forwards LTSS cases to DOM’s LTSS case management system (FEI Systems). Note: Other than LTSS enrollments, less than 54% of eligible beneficiaries are enrolled as Fee-for-Service (FFS), typically for benefits that are limited to family planning. • Mass Change: Rules and Functionality to support mass updates that occur in a regular cadence for eligibility programs, such as the federal poverty level.
<p>DOM Regional Office Case Management (Back Office) (In Scope)</p>	<p>This business area includes functional components that provide core case maintenance functions after benefits are determined, and include the following:</p> <ul style="list-style-type: none"> • Task Management: Mississippi DOM employs a task-based automated workflow model to trigger, prompt, organize, and monitor work. • Alert Management: Users may create and assign alerts for themselves or other case workers. Alerts display in “inboxes” within New MEDS. As part of Appeals Management functionality, Hearing Alerts can be created for either local office hearings or State central office hearings. • Caseload Workload Rebalancing: Enables management oversight of caseloads to eligibility workers. • Case History Maintenance (Batch and Screens): Summarizes all the actions performed in a case. • Redetermination: Allows workers to initiate redeterminations, based upon analysis of information from other trusted sources, such as periodic matching with other State Medicaid agencies. • Case Changes: Allows workers to process case changes as needed, including adding or deleting individuals from the beneficiary’s household, changing the head of household, or updating the information relevant to any individual in the household (such as mailing address, wage income, etc.) This also includes the linking of cases and merging of information to consolidate and resolve when multiple Medicaid IDs are erroneously assigned to the same person. • Document Management and Integration: Manages the documents associated with a case, integrating with the document management repository. • Case Notes/Comments: Allows capturing of “free-form” text case notes associated with an individual or case. • Manage Premiums: Although the monthly invoicing of premiums is a fully automated process, DOM case workers can view the billing information for Working Disabled Premium collection and can maintain the account by selecting to waive premiums due, record payments and adjust billing records. • Hearings and Appeals: The Office of Hearings and Appeals (OHA) uses New MEDS to obtain case information related to eligibility appeals. New MEDS also has a separate appeals case functionality, to open, progress, and close appeals cases. The appeals management functionality includes schedule management of hearings. • Client Benefit Recovery (Out-of-Scope): After an appeal, or after a redetermination caused by periodic matching, an individual may be

Business Area	Business Area Functionality Description
	<p>determined to have utilized Medicaid benefits fraudulently, or to have used Medicaid benefits for services after eligibility ended or be determined as ineligible after a prior determination of eligibility. These and other circumstances (such as TPL) cause a recovery effort to be conducted, for the individual to repay Medicaid benefits. This is managed and reported using the MESA system, not New MEDS.</p>
<p>Reports (In Scope)</p>	<p>This business area addresses the State’s eligibility data reporting requirements including:</p> <ul style="list-style-type: none"> • Federally Required Reports: Reports that are generated in formats agreed upon with CMS. • Ad-hoc Reports: Reports built and generated as needed by DOM staff, based on data extracts generated from New MEDS. • Management Reports/Dashboards: These reports are designed and generated either on a periodic schedule or on-demand to help monitor task lifecycles, task backlog, and task trends. This functionality also supports management in understanding quantities of major work (e.g., applications, redeterminations, changes) that are pending or “coming due”, based on appropriate business rules.) <p>To generate reports, New MEDS interacts with two different data stores:</p> <ul style="list-style-type: none"> • Production Database: Reports that are generated real-time from the live production data. • New MEDS Database: Data Warehouse within New MEDS. Most reports are generated from this data store.
<p>Letter and Notice Generation (In Scope)</p>	<p>This business area includes all aspects of generating correspondence from DOM to beneficiaries, which includes notices and forms, which need to be sent by the State to applicants, authorized representatives or third party, related to eligibility or eligibility appeals.</p> <ul style="list-style-type: none"> • Screens Correspondence Previews: New MEDS enables case workers to generate correspondence and view/approve/edit the letter before sending to print/mail operations. • Eligibility Notices: Pending verification notices, additional information requests, Medicaid approval and denial notices, redetermination notices, and other related eligibility determination-supporting correspondence. • Non-Eligibility Notices: Appeals related notices, and other informational notices. • Printing: New MEDS provides the capability for user to queue printing to local office printers (supported by ITS) – or to queue printing to a daily batch file (sent to Vendor’s Print Shop for daily printing and outbound mail).

Business Area	Business Area Functionality Description
Support System Functions (In Scope)	<p>This business area includes functions:</p> <p>Workflow Management and Task Alerts: Manages the ongoing understanding of all tasks, their triggers, and ownership of workflow requirements and task types. Task lists display based upon the user role and are managed by “contact type” (Application Received, Redetermination, Special Review, or Reinstatement).</p> <p>Task list types include:</p> <ul style="list-style-type: none"> • Needs to Review: Tracks cases in the Pending Supervisor Approval cases status. • Cases to Assign: Tracks cases with open contacts that need to be assigned to an active user. • My New Apps: Tracks open Application contacts. • My Redets: Tracks open Redetermination contacts. • Special Reviews: Tracks open Special Review contacts. (Special reviews are utilized when special circumstances that impact a prior approved decision for an applicant arise.) • Reinstatements: Tracks open Reinstatement contacts. • Calendar Automated Batch Procedures Framework: The overall architecture and mechanisms to run particular programs/functionality without direct, end user interaction. • Mass Change: This functionality works with EDBC to realize automatic re-evaluation of program eligibility on multiple cases. • Data Archival: Allows preservation of necessary application data for extended periods of time, based on federal and state law/requirements, as well as what management, workers, and other stakeholders require for ongoing information. This functionality also includes appropriate data purges according to business rules. • Audit Log: Allows the capture and storage of transaction information pertaining to a record, both for security and for management research of specific case history. • Security Profiles: This role-based functionality allows DOM to selectively grant user access to pages and functionality/fields based on role. • Quality Control (QC): Allows for detection and prevention of errors in a case. This functionality is provided to DOM QC staff to comply with CMS QC requirements. • Hearings and Appeals: Allows for a client to appeal a DOM eligibility action (including start dates of eligibility and termination dates) and manages the progress of hearings through scheduling, notice generation, and appeal results

	<p>incorporated into eligibility (i.e., appeal results in denial overturned or upheld.) Appeals regarding services or providers are referred to appropriate DOM units.</p> <ul style="list-style-type: none"> • Help/User Interface: The overall structure, architecture, look and feel, and usability of the user interface. Additionally, help screens, and specific help text are all provided within this business area. Note that this RFP does not require a separate Help Desk operation for New MEDS. • Business Rules: Rule Maintenance Application (RMA) is the rule repository for the New MEDS processing engine. The RMA is a Web-based interface for creating and managing rules which are utilized by Blaze Advisor to make decisions based on conditions and actions at the individual rule level and at the logical flow level. The RMA currently manages 13,611 eligibility rules. The RMA includes the Rules Decision table, the Notice Decision tables, as well as the logic for automated processes such as "Calculate Reasonable Compatibility for MAGI Income Verification." Also, the RMA includes the New MEDS Time Period Creation Decision table which describes the logic, when an application is received, for when to update an existing household and when to build a new one; when to update an existing time period and when to build a new one; and when to load data for each person in the application. The New MEDS Retro Time Period is a separate Rules Decision table, supporting the logic for determining the retroactive coverage period for eligible individuals. • Rules Management: New MEDS provides an interface for Parameter Management for various parameters used in the Rules Engine. The parameter list is: <ul style="list-style-type: none"> ○ Regional Office Address ○ SSA Regional Office Address ○ Federal Poverty Level ○ Eligibility Parameter ○ Program (COEs) ○ Actuarial ○ Hospital Presumptive Eligibility (HPE) Hospital Names ○ Interface Contact • Reference Data Values: To perform automated processes, various reference data tables are utilized. Typically, these values are updated annually. For example, DOM annually provides life expectancy tables for men and for women. • Time Period Assignment: Whether applying for benefits or not, a household member's details are to be included in a MAGI or ABD budget for specified time periods to determine eligibility. The detail associated with each time period may not be changed when a pending decision or a processed decision exists, ensuring the legitimacy of the decision. Time periods always have a contact type associated with them. Time periods control automated processes, such as redeterminations and age outs. Time periods also control the backlog prioritization of tasks, and the starting month for special reviews.
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Business Area	Business Area Functionality Description
Technical Team, Security Team, Test Team (In Scope)	<p>While not formal business areas, these entities support all other business areas. Each may create and maintain their own requirements, design, and other System Development Lifecycle (SDLC) documentation, but they are also responsible for supporting the technical, security, and testing activities across the entire New MEDS solution.</p> <ul style="list-style-type: none"> • Technical DevOps Team: This group ensures that overall architecture, framework, SDLC platform, application health and stability monitoring, and other technical aspects are supported. They create and maintain system documentation, maintenance/operating documentation, and they maintain the ongoing log of all platforms with the release management and upgrade/patch plans. They additionally work with DOM to plan and realize performance tests, while maintaining infrastructure planning and monitoring activities. • Security Team: This team supports ongoing impact analyses of all enhancements to ensure that relevant security implications (functionality and compliance) are addressed with every change. This group supports DOM in creating security documentation for federal compliance as well as supporting the ongoing needs of security testing, vulnerability testing, vulnerability assessment, security reporting, incident management, and other required aspects of New MEDS with regards to MARS-E 2.0, IRS Publication 1075, and SSA security requirements. The security team maintains roles-based access, coordinating with DOM's SSO User Control. • Test Team: This team supports all business areas and entities above with ongoing system, integration, automated, regression, and other testing, especially User Acceptance Testing (UAT). • Enterprise User Control (Out of Scope) and New MEDS User Role Based Access (In Scope): The enterprise-wide Identity and Access Management (IAM) is not performed by the New MEDS Takeover Vendor, but the Takeover Vendor will be expected to coordinate with DOM User Administration to implement New MEDS authentication security controls, such as deactivating logins for anyone that has not accessed the New MEDS system within the last 60 days. Also, the Takeover Vendor is expected to coordinate with DOM User Administration regarding maintenance of New MEDS roles-based access as staff responsibilities change and/or new staff join DOM.

5.17 New MEDS Typical Use Cases

5.17.1 The New MEDS typical use cases are listed below in Table 16, alphabetically within functional areas. This is a representative list; the scope of this RFP is not limited to this list.

Table 16: New MEDS Use Cases

Functional Area	Representative Samples of Typical Use Cases
Audit	Search/view all transactions for a time range.
	Search/view all transactions done by a specific login, Regional Office, or user group.
	Search/view all transactions of a specific transaction type.
	View the detail of a transaction, including which data fields were changed, the prior value and the value resulting from the change.
Regional Front Office – Customer Facing Intake Operations	View the detail of a transaction resulting from an interface data merge, including the interface source, date of change, the prior value, and the value obtained from the interface.
	Register a new applicant or match an applicant to person index and assist applicant by entering information to apply for Medicaid.
	Search for and view an application for a specific applicant, to assist by updating the information from an in-person interview.
	Change the head of household for a specific applicant’s case or revise other application information (financial/nonfinancial), assisting from an in-person interview or receipt of mailed application forms.
	Identify that an application needs additional information, such as ABD financial information.
	Calculate a temporary (prospective) resource ABD determination, to assist an in-person interview in applying for ABD-type benefits.
	Working from a workflow task queue and a PDF images of applicant’s submitted information, review the automated data entry from the CWP, checking the applicant’s information for automation portal errors to assure a complete application. This includes matching/registering the applicant’s name to the correct person index, and assuring applications are complete and ready for DOM required verification checks.
Trigger Eligibility Determinations (Worker/System)	Perform a manual verification of applicant information, by reviewing manually submitted documents and performing data entry on applicant’s record.
	Submit completed application to calculate a MAGI or ABD eligibility determination.
	Trigger eligibility to be redetermined, after updating an applicant’s or recipient’s case record.

Functional Area	Representative Samples of Typical Use Cases
Eligibility Determinations and Process via Business Rules (Fully Automated)	In a fully automated, touchless process, trigger redetermination based upon an individual's age, changing from child to adult.
	In a fully automated, touchless process, trigger renewal packet generation, based upon a beneficiary's approaching 12 months since last determination.
	Verify applicant identity through sources that use automated, real-time electronic interface.
	Verify applicant non-financial information (such as residency, citizenship/immigration status, etc.) through automated sources.
	Verify applicant financial information through automated sources.
	If eligible, assign to the appropriate category of eligibility (by hierarchy).
	Identify a new person via SSI interface, create person and generate workflow alert for caseworker review.
	Match a person via SSI interface and update their record, generating a workflow alert for case worker review.
Regional Back Office Case Management Operations (Worker/System)	Working from a manual report of deceased individuals, use MEDS to match an individual and close the Medicaid case.
	Working from a manual report from MS Department of Corrections, use MEDS to match an individual and suspend Medicaid benefits.
	View a "New MEDS user inbox" alert and use the alert link to auto-navigate to an individual's case record.
	View a Dashboard to display case aging and caseload. Navigate from a dashboard to create or edit case assignments.
	View an individual's case history of eligibility time segments, and the COEs assigned to each segment, as well as any denial decisions.
	View an email alert and use the alert link to auto-navigate to an individual's case record.
	View an individual's case history of case notes.
	Process returned mail by searching for a beneficiary and marking the address as "invalid mail". Update contact notes with telephone outreach attempt and results. Update mailing address information.
	Working from task queue, perform case maintenance actions, such as:

Functional Area	Representative Samples of Typical Use Cases
	<ul style="list-style-type: none"> Split an existing case to make two heads-of-households, with children residing with each parent (i.e., scenarios of divorce, separation or grandchild in household/parent turns 18). Split an existing case to make two heads-of-households, to reflect one spouse living in community and one spouse living in nursing home. Change beneficiary's household or other financial / non-financial information on their application.
	Working from a report of transferred titled property, search for/select a case, and apply an LTSS penalty for resources that were not timely transferred in accordance with trust agreement.
	In processing a returned verification document, that was submitted past the due date but resulted in eligibility, re-instate the beneficiary's benefit segment, so that there is no break in benefits period.
	Using role-based access for Appeals worker: <ul style="list-style-type: none"> Search for/select a case Override the eligibility start date for one or more beneficiaries in the case Update appeals reason code Update appeals case notes
	In a fully automated process: <ul style="list-style-type: none"> Receive information electronically, using periodic matching sources Update the case Generate both an alert and a workflow task for caseworker review/approval of system-proposed redetermination
Regional Back Office Case Management Operations (Fully automated)	In a fully automated, touchless process: <ul style="list-style-type: none"> Identify cases where the time limit has expired to return a DOM request for information Close the workflows posting the reason that there was no timely response to the information request Trigger redetermination calculation

Functional Area	Representative Samples of Typical Use Cases
	<p>Select a standard report template, enter desired date range, and generate the report result for a:</p> <ul style="list-style-type: none"> Federally required report Referrals to other agencies (such as child support enforcement) Quality control report Policy management report Workforce management report (such as caseload, application volume, application processing timeliness, other performance metrics, etc.)
Reports (Worker/System)	<p>Generate reports related to appeals management, including:</p> <ul style="list-style-type: none"> Open appeals Appeals aging Closed appeals Hearing scheduled Hearings conducted
Reports (Worker/System)	Create an ad-hoc report of applicants/beneficiaries
	Create an approved, required federal report
	<p>Generate reports for maintaining automated system operations:</p> <ul style="list-style-type: none"> Query all business rules which use a target data element Generate a report in support of data conversion or data mass value change Generate a report in support of pending future mass processing (such as renewal redeterminations) or of completed mass processing Generate a daily report of tasks created and summarize by type
	<p>Triggered by calendar date:</p> <ul style="list-style-type: none"> Generate a required federal or management report Generate an alert and workflow task Provide an auto-navigation link to review/approve the report
Correspondence	Generate an approval letter, using appropriate templates
	Generate a denial letter, with appropriate reason code
	Generate a standard discrepancy letter, identifying to applicant the conflicting information from application and verification sources

Functional Area	Representative Samples of Typical Use Cases
	Generate letters to request additional information, using various templates that define the reason that additional information is needed
	Generate a free-form letter from a supervisor or manager

5.18 Correspondence Use Cases – Case Worker Letters

- 5.18.1 New MEDS allows users to generate letters by selecting letter criteria from the user interface. There are different types of letters that a user can generate. Some letters are generated to request additional information from applicants to process their eligibility. Other letters are generated to provide specific information to the applicants/beneficiaries.
- 5.18.2 New MEDS allows the user to preview the letter, make any corrections to the letter if needed, and then generate the final letter. The generated letters are stored in the document repository. The user either selects to do the following:
- 5.18.2.1 Send electronically to the Print Shop (in-scope operations for New MEDS Takeover Vendor) for printing via a daily batch file and transportation to US Post Office designated drop point or,
 - 5.18.2.2 Print the letter in the local Regional Office. Users can view the letter history from the user interface.
- 5.18.3 The “Medicaid Specialist” or “Caseworker” label and name entry will be suppressed when a notice/letter is created for a case assigned to a vacant user.
- 5.18.4 Renewal forms can be generated individually, as letters, but are more typically produced in monthly batches in a fully automated, calendar-driven process.
- 5.18.5 Table 17 lists the letters that are generated by the New MEDS System at the time of this RFP. This list may not be comprehensive at the time of Takeover System Go-Live.

Table 17: New MEDS Correspondence Letter Templates

DOM's Reference	Letter Title
DOM-000	Case Worker Correspondence
DOM-301	Authorization to Release Info Letter
DOM-301A	Authorization to Release Medical information to the State Agency Making Medicaid Eligibility Determinations Letter
DOM-302A	Designated Representative Statement (New Form-Applicant/Beneficiary Signs) Letter
DOM-302B	Designated Representative Statement (New Form-Self-Designation) Letter
DOM-302C	Designated Representative Statement (New Form-Legally Appointed) Letter

DOM's Reference	Letter Title
DOM-307	Request for Information Letter
DOM-309A	Second Request for Information Letter (for Applicants)
DOM-309B	Second Request for Information Letter (for Non-Applicant Household Members)
DOM-311B	Notice of Pending Medicare Savings Program Application Letter
DOM-312	Notice of Potential Eligibility for VA Benefits Letter
DOM-314	Home Equity Undue Hardship Letter
DOM-319A	Client is being referred to a XIX Institution Letter, Possible Claimant for SSI Benefits (Sent to SSA)
DOM-319B	Client Has Entered a XIX Institution Letter (Sent to SSA)
DOM-319C	Client Has Left a XIX Institution Letter (Sent to SSA)
DOM-319D	Client Change of Address Letter (Sent to SSA)
DOM-319E	Client is Deceased Letter (Sent to SSA)
DOM-319F	Change in Client Income or Resources Letter (Sent to SSA)
DOM-319G	Change in Spouse Income or Resources Letter (Sent to SSA)
DOM-319H	Client Entered a Public Institution Letter (Sent to SSA)
DOM-320A	Agreement to sell Property Letter
DOM-321B	Designation of Burial Funds Letter
DOM-322	DRA Notice of Transfer of Assets Letter
DOM-322A	Consolidated Omnibus Budget Reconciliation Act (COBRA) Notice of Transfer Letter
DOM-323	Disability or Blindness Report Letter
DOM-323A	Disabled Child Questionnaire Letter
DOM-324	Vocation Report Letter
DOM-326	Notice of No Change in Medicaid Income Letter
DOM-330	Request for Financial Information Letter
DOM-331	Request for Information Concerning Insurance Letter
DOM-335	Request for Employment and Wage Verification Letter
DOM-339	Statement Regarding Payment of Health Insurance Premiums and Non-Covered Medical Expenses Letter
DOM-351	Notice of Decision on Local Hearing Window Letter
DOM-351A	Notice of Decision on Request for Expedited Local Hearing
DOM-354	Improper Payment Report Letter
DOM-TPL411	Division of Medicaid Estate Recovery Form
DOM-TPL412	Division of Medicaid Non-Referral Estate Recovery Form
DOM-515	National Consumer Panel (NCP) Exclusion Letter
DOM-541A	LIS Application Facsimiles Letter
EFD	Eligibility Factors Document
ABD Renewal	ABD Redet/Renewal Form (case worker triggered single letter)
MAGI Renewal	MAGI Redet/Renewal Form (case worker triggered single letter)
DCLH-307	DCLH Request for Information Letter
DCLH-309	DCLH Follow-up Request for Information Letter

- 5.19 New MEDS Transaction Volume – Table 18 is a snapshot of the current New MEDS volume, from October 1, 2019, through September 30, 2021.

Table 18: New MEDS Determination Transaction Volume

	Monthly Average	Max Month Volume
Number of Applications processed from electronic intake	11,709	13,500
Number of Applications processed from intake of paper-based forms	7,963	10,000
Number of Applications Determined (Outcomes of Approved, Denied, Need Additional Information, etc.)	15,621	18,000
Supporting Documents Added to Document Repository	19,714	22,500
Number of new Medicaid Cases created	4,832	5,500
Number of Renewal Paper Form Packets (pre-populated with beneficiary information)	20,924	25,500
Number of Renewals Processed (Annual Redeterminations)	51,980	65,000

5.20 Print Center Operations for Outbound Notices and Correspondence

- 5.20.1 The Vendor shall provide printing capabilities to support current and future eligibility operations. This includes daily one-off letters, as well as files for mass notice mailings. These print operations exclude support of printing infrastructure that is currently DOM supported at central and regional offices, such as:

5.20.1.1 Network copy/scan for low volume local copies, and

5.20.1.2 Low-volume report and presentation printing.

- 5.20.2 The system currently utilizes a “write to folder” process where generated letters are sent to a particular network folder location as PDF files ready to print. Automated processes handle the files and provide them electronically to the Print Vendor. The print center operation is processing letters and data that contain federal HIPAA protected information. As such, all auditing, security, and privacy HIPAA requirements (refer to Section VII item 13) are specifically in-scope and applicable for the print center operations.

- 5.20.3 The Vendor’s solution shall accept and process batch jobs to print, stuff, and mail paper communications constructed from the New MEDS supplied files of generated correspondence images (PDF files). Possible items to be stuffed may be mass-printed inserts such as pamphlets or brochures in addition to the correspondence letter/notice. Envelope addressee printing is out-of-scope; the existing templates print a cover sheet for letters and assume the print center will

utilize “two-window” style envelopes of appropriate size for both DOM return address and beneficiary mailing address.

- 5.20.4 The Vendor’s solution shall allow for managing printing at the individual letter level, so that individual letters within a batch may be suspended (temporary) or deleted (permanently removed) from a print run. The printing operation must provide the capability to physically print simplex, duplex, color, and black/white printing.
- 5.20.5 The Vendor shall propose how it will print, stuff and mail communications with a 100% accuracy rate, with clarity and standard alignment, using the images provided from New MEDS. The Vendor is required to implement quality control and audit processes.
- 5.20.6 The Vendor shall mail beneficiary approval, termination, and recertification notices to beneficiaries within two business days of the action. The Vendor is required to control the transportation of mail to a United States Post Office mail pickup location. DOM does not authorize the use of any other third party to transport DOM mail for pickup; the transportation must be under the direct control of the Vendor or the Vendor’s specific contractor.
- 5.20.7 The Vendor shall propose how it’s mail process will allow DOM to take advantage of postal discounts such as presort or intelligent mail barcodes.
- 5.21 Vendor shall provide a non-proprietary enterprise level change request and incident management system and shall describe the solution. An acceptable system must integrate various capabilities that enable the State and Vendor to submit work requests (e.g., change requests, incidents, data fix requests) which starts a software managed and tracked workflow. The intent is to allow authorized State staff as well as Vendor personnel to create requests and make updates to requests. The workflow should use common techniques such as request type, assignment, status, alerts, and email to move requests efficiently through the workflow. The State expects the system to support the Vendor’s SOW with cost, staff approvals and signoff to begin work, and final approval work is complete facilitating billing and implementation.
 - 5.21.1 The change request tracking system shall provide a single sign on experience through integration with the State’s Azure Active Directory.
 - 5.21.2 The change request tracking system shall support role-based access to State and Vendor staff to request, update, communicate, and authorize system changes (e.g., change requests, incidents, data fixes).
 - 5.21.3 The change request tracking system shall support a workflow that incorporates and utilizes both automatic processes and manual processes from change entry to resolution.

- 5.21.4 The change request tracking system shall be the central point the Vendor uses to record, authorize, track, scope, and annotate changes to the New MEDS system, associated systems, and data.
- 5.21.5 The change request tracking system shall be capable of sending out alerts when appropriate in the workflow via text, email, or API.
- 5.21.6 Vendor shall incorporate the existing change requests at the time of the transition into the Vendor's change request tracking system matching the information and correct position in the workflow.
- 5.21.7 The change tracking system shall be configured with, at a minimum, the current functionality for eligibility staff use of the system, unless a method that reduces staff workload and results in greater efficiency is agreed to by DOM. The Vendor approach shall minimize the need for staff retraining.

6. General System Environment Requirements

- 6.1 Vendor shall agree to provide New MEDS system data, services, access, and functionality similar to what program staff currently utilize and provide data based on current expectations, unless a method that reduces staff workload and results in greater efficiency is agreed to by DOM. The Vendor approach shall minimize the need for staff retraining.
- 6.2 Vendor's environment for hosting New MEDS must be scalable to accommodate future enhancements and events that change the utilization model. Vendor shall explain how the proposed hosting environment is scalable to accommodate future changes.
- 6.3 Vendor shall continue to provide the same level of functionality for software configuration as the current Vendor. For example, the Vendor shall provide the ability to void or reverse the most recent changes to New MEDS by rolling back to the prior configuration.
- 6.4 Vendor shall keep current all configuration documents applicable to New MEDS. The Vendor shall describe in detail their process for keeping documentation up to date.
 - 6.4.1 Documentation provided to the State must at a minimum include detailed system documentation, data dictionary, user guides/quick reference guides, and any documentation necessary for understanding the system functionality.
 - 6.4.2 Vendor shall develop and regularly maintain an electronic data dictionary using industry best practices to be approved by the State. At a minimum, the data dictionary will contain all tables, views, synonyms, and similar high-level structures. It shall contain at a minimum for each field: name in human readable format, description, database column name, database table, data type, length, nullable, valid values, valid value descriptions, constraints, and primary keys for each table. It shall contain foreign key relationships between tables or between

databases. Vendor shall specify the cadence with which the Data Dictionary will be updated/maintained.

- 6.4.3 Vendor shall maintain up to date System Design Documentation and System Documentation. Documentation shall be updated within ten (10) business days of the Implementation of a change that affects configuration and/or system functionality and is subject to approval from the State.
- 6.4.4 Vendor shall specify how access to all types of documentation will be available to the State (hard copies, online access, etc.)
- 6.5 Vendor shall describe their methodology and process for determining, implementing, and maintaining the specific environments necessary for all pre- and post-implementation phases, and include explanations of how they will meet the following specifications:
 - 6.5.1 Vendor shall propose any changes to the environments necessary to achieve a successful implementation and to accommodate post go-live upgrades. The proposal shall duplicate the existing multiple special use environments that are available to the State and integrated into State testing procedures. Additional environments are created and discontinued as necessary for State testing and approval. Refer to Table 19.

Table 19: State Staff Accessible Environments

Environment	Count
UAT	4
Training	1
Production	1

- 6.5.2 Vendor shall maintain environments to fulfill their specific needs, as mutually agreed upon to perform system validation, integration testing, and data migration to determine overall production readiness.
- 6.5.3 Vendor shall size each environment appropriately to ensure fitness of use.
- 6.5.4 Vendor shall refresh and maintain each environment on a schedule mutually agreed upon with DOM.
- 6.6 Vendor shall maintain all federal certifications as required by CMS for the New MEDS solution. The Vendor should assume New MEDS must be recertified with CMS and the Vendor is responsible for achieving certification.

- 6.7 Vendor shall ensure compliance with all licensing agreements required to support the proposed solution and services throughout the term of the contract. Compliance is defined as the maintenance of licenses and appropriate permitted usage.
- 6.8 For maintenance updates and change request enhancements, the Vendor shall use a human centered design approach where application usability is heavily emphasized (e.g., minimum number of clicks necessary to accomplish the task, must contain validation/logic edits to prevent bad data from being produced.)

7. Project Duration

- 7.1 Vendors are required to submit the following project phases prior to starting maintenance, support, hosting, and operations (Maintenance and Operations [M&O]). The existing Vendor is available and accessible during both phases.
 - 7.1.1 The first phase is the Takeover Phase where the Vendor establishes a successfully tested New MEDS system. The Vendor will receive the existing systems source code, setup, and system configuration. The Vendor will propose a process that can implement the existing system in the Vendor's chosen environment, such that DOM staff's existing New MEDS training remains valid. The Takeover Phase is limited to a maximum of twelve (12) months.
 - 7.1.2 The second phase is Parallel Operations Phase where the existing system and the Vendor's system run in parallel. The Vendor will perform live testing comparing factors such as accuracy, performance, and reliability to ensure the Vendor's system is equivalent or better than the existing system. The Vendor will propose a process that will detect software, setup, configuration, hardware, network, and other issues before disconnecting the existing system. The Parallel Operations Phase is limited to a maximum of six (6) months.
- 7.2 Start-up and Implementation Periods (Fixed Price, One-Time): Vendor shall coordinate transition activities in collaboration with DOM. Costs should include transition activities to a) transition to Vendor's environment, b) run system in parallel for comprehensive testing, and c) run in production.
- 7.3 Vendor shall provide a schedule that details all necessary activities to prepare for, test, and certify the State's existing eligibility technical solution as ready for cutover no later than June 30, 2024.
- 7.4 Vendors must propose a schedule that meets the current Vendor contract end of life, which is June 30, 2024. If that is not practical, the Vendor should take exception and propose an alternative schedule.
- 7.5 The executed contract will include design, development, configuration, customization, implementation, and warranty, as well as one year of maintenance, support, hosting, and operations with optional one-year renewals up to a five-year total project lifecycle.

8. Vendor Qualifications

- 8.1 Vendor shall provide a description that contains all pertinent data relating to the Vendor's organization, personnel, and experience that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein.
- 8.1.1 A brief history of the company including:
- 8.1.1.1 Date of establishment
 - 8.1.1.2 Organization size (i.e., number of offices, employees, customer base, etc.) and structure
 - 8.1.1.3 Whether the company is based locally, regionally, nationally, or internationally
 - 8.1.1.4 Number of years the company has been in business (minimum of five years is required)
 - 8.1.1.5 Type of company ownership (public or private) and type of organization (limited partnership, non-profit, etc.)
- 8.2 Corporate information to include parent corporation, sister firms, and any subsidiaries.
- 8.2.1 State of incorporation - The Vendor's firm shall be licensed to provide the proposed services in the State of Mississippi.
 - 8.2.2 Location of Vendor's principal office and the number of executive and professional personnel employed at this office.
 - 8.2.3 The Vendor's location from which the staffing will be provided for the performance of the proposed contract. Location shall take into consideration Section VII Item 9, Organization and Staffing, on-site requirements for staff.
 - 8.2.4 Current products and services/lines of business and approximate percentages.
 - 8.2.5 Disclosure of any company restructurings, mergers, and acquisitions in the past three years or planned in the upcoming 18 months that will have impacted or may impact any products the Vendor sells, services, and supported.
 - 8.2.6 For any Vendor parent, affiliate, or subsidiary organization, Vendor shall provide to DOM written authorization from the Vendor's parent, affiliate, or subsidiary's authorized representative for DOM to access Vendor's parent, affiliate, or subsidiary organization's records where such a relationship exists that would impact Vendor's performance under the contract.
 - 8.2.7 The Vendor shall provide information on any professional accreditations/certifications pertinent to the services required by this RFP.
 - 8.2.8 Financial information as follows:

8.2.8.1 The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours.

8.2.8.2 The State reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal.

8.2.8.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal.

8.2.9 The Vendor shall identify each subcontractor or reseller whom the Vendor proposes to perform any of the functions under this RFP and specify whether the subcontractor's qualifications will be used to supplement the prime Vendor's qualifications to meet the minimum qualifications required for this RFP as described in Section VII Item 9.

8.2.10 DOM reserves the right to assess and approve Vendor-proposed subcontractors pursuant to the requirements outlined within Section 8 of Project Specifications this RFP.

8.3 Vendor Experience

8.3.1 While the State strongly prefers that the prime Vendor's references meet the minimum qualifications described below, consideration may be given to subcontractor and/or key personnel references, at the State's sole discretion, if deemed necessary to meet the minimum reference qualifications. In this case, Vendor shall clearly identify which subcontractor references are being used to meet the minimum experience requirements on the subcontractor reference form provided in Section IX. The Vendor shall document its relationship with any proposed subcontractor(s), what components/services the subcontractor will be tasked with performing and the Vendor's prior experience working with the proposed subcontractor. The Vendor shall provide proposed subcontractor references as indicated in Section IX.

8.3.2 **MANDATORY** - The Vendor shall provide three (3) reference projects in accordance with the instructions on the reference form provided in Section IX. Vendor's reference projects shall demonstrate at least five (5) years of Vendor's, subcontractors, or key personnel's experience specific to maintenance and operations of a Medicaid Eligibility system that encompasses MAGI and ABD in separate systems or both MAGI and ABD categories of eligibility in a single system and shall include the following components:

8.3.2.1 Five (5) years' experience of either the Vendor, subcontractors, or key personnel specific to maintenance and operations of a Medicaid

Eligibility system with the most recent being within the last three (3) years,

- 8.3.2.2 Vendor's experience and understanding of state and local government contracting,
- 8.3.2.3 For each specific reference project, Vendor shall indicate the number of years of actual experience per project in providing this type of service, and
- 8.3.2.4 Detailed description of Vendor's, subcontractors, or key personnel's experience with any of the following areas: data management, rules engine, interfaces, integration with an enterprise service bus, and hosting solution.

9. Organization and Staffing

- 9.1 Current Positions: The current Vendor's eligibility core team shall include management staff as well as the staff listed in Table 20. Each position is considered a Subject Matter Expert (SME) in their respective fields. The actual number of staff holding each position is not included in this table.

Table 20: Organization and Staffing

Position	Position Preferred Experience
Java Developer	<ul style="list-style-type: none"> • Java EE 8 • Spring, Spring Batch, Hibernate • Oracle PL/SQL • SOAP and RESTful Web Services • Linux/UNIX Environment • IBM WebSphere Application Server • Subversion Source Control
PL/SQL Developer	<ul style="list-style-type: none"> • Advanced Oracle PL/SQL Development • Knowledge of Explain Plans, Database Tuning, etc.

Position	Position Preferred Experience
Business Analyst	<ul style="list-style-type: none"> Analyzes and gathers requirements Writes and performs use cases, test cases, Statement of Understanding's (SOU's), etc. Develops working understanding of business-related process and procedures within an application Basic Database and SQL knowledge
xPression Developer	<ul style="list-style-type: none"> Development of documents within Documentum xPression Knowledge of xPression applications and service architecture Advanced knowledge of Microsoft Word Knowledge of Oracle PL/SQL Source Control tools like Concurrent Version Systems (CVS), Subversion, GIT, etc.
Cognos Developer	<ul style="list-style-type: none"> Development of reports and analytics within IBM's Cognos suite of tools Understanding of Oracle PL/SQL Linux/UNIX Environment
FICO Blaze Rules Developer	<ul style="list-style-type: none"> Expert knowledge of FICO Blaze Rules Advisor BRMS (Business Rules Management System) Expert knowledge of FICO Rules Management Application (RMA) Java EE 8 Oracle PL/SQL Spring, Spring Batch, Hibernate Linux/UNIX Environment
Quality Assurance Engineer	<ul style="list-style-type: none"> Automation of testing tools such as IBM Rational suite of products Automate execution of test cases to ensure application changes meet requirements. Automation of regression testing Linux/UNIX Environment
Configuration Management Administrator / Application Server Engineer	<ul style="list-style-type: none"> Understanding of Linux and/or commercial UNIX operating systems sufficient to install, configure, and maintain software Basic understand of Java Enterprise Edition – Ability to read code and understand stack traces. Basic knowledge of garbage collection and heap dumps Advanced Experience with Java application servers such as IBM WebSphere, Oracle WebLogic, JBoss, Jetty Experience with Scripting languages such as Perl, python, Windows BATCH, and POSIX shell scripting

Position	Position Preferred Experience
Oracle Database Administrator	<ul style="list-style-type: none"> Expert knowledge in administering Oracle Database version 10+ Expert knowledge in Oracle PL/SQL and tuning Advanced level of knowledge in Linux and/or commercial UNIX operation systems Experience with Scripting languages such as Perl, python, Windows BATCH, and POSIX shell scripting

9.2 Project Staffing Requirements:

- 9.2.1 Vendor shall propose a qualified team with experience and expertise necessary to fulfill the requirements of this RFP. Vendor should provide sufficient quantity and quality of skilled, experienced staff, and resources to meet the agreed upon project schedule.
- 9.2.2 Vendor shall indicate whether they plan to use off-shore or near-shore resources at any point within the project and what phases/tasks will be considered for the use of these resources. Vendor shall obtain prior State approval, before engaging off-shore and near-shore resources for this project. Off-shore or near-shore resources are prohibited from developing security controls. The Vendor shall ensure that industry standard best practices, including but not limited to secure coding practices are used by all resources and that the code produced is fully documented.
- 9.2.3 The use of offshore and near-shore resources is permitted for development efforts only. All operational aspects including the location of infrastructure must be in the continental USA. All operational resources including Help Desk must be in the continental USA. Under no circumstances will PHI, nor security development, coding, or security operations, be moved offshore either for testing purposes or in production.
- 9.2.4 Vendor shall include SMEs as appropriate throughout the course of the engagement to satisfy the requirements set forth in this RFP. Vendor agrees "as appropriate" is a collaboration with the State and not unilaterally dictated by the Vendor.
- 9.2.5 Vendor shall specifically define what constitutes a Full-Time Employee (FTE) by the annual number of hours worked and specify exactly how many FTEs will be dedicated to this project per phase over the duration of the project.
- 9.2.6 DOM shall have the right to interview and reject any proposed key staff.
- 9.2.7 Vendor shall describe plans to ensure the longevity of proposed staff for project continuity and ensure that the appropriate level of knowledge is transferred to new employees when changes are required.

- 9.2.8 Vendor shall make provisions for staff to work on-site in Jackson, Mississippi and be available to personnel at a DOM facility as determined by DOM and mutually agreed upon.
- 9.2.9 Vendor shall describe in detail how it will meet team member on-site commitment.
- 9.2.10 Vendor shall utilize remote collaboration tools that are compatible with DOM. Currently, DOM is standardized on Microsoft Enterprise products such as Teams, Office, and SharePoint.
- 9.2.11 Vendor shall provide all hardware, software, transportation, and lodging necessary for vendor personnel to fulfill the RFP requirements. DOM will provide office space allowing collaboration between DOM staff and vendor staff.
- 9.2.12 Vendor shall consider a full business day as 8 a.m. to 5 p.m. Central Time and make remote and/or on-site staff available during that time.
- 9.2.13 DOM expects the Project Manager to adjust on-site schedules to provide elevated coverage at critical times relative to the solutions integration into the DOM environment. DOM also expects a PM presence at all steering committee meetings, key status meetings, and upon DOM request with at least a two (2) week notification of meeting date and time. DOM estimates the PM is on-site at DOM ten (10) business days a month.
- 9.2.14 Vendor shall coordinate between the DOM PM and Vendor PM to schedule additional on-site staff which must attend required meetings, support project phases, and are available when needed (e.g., planning, status meetings, discovery sessions, design sessions, client walkthroughs, and key testing and implementation activities). Additional staff is estimated to be on-site equivalent to one and a half (1.5) FTE per week.
- 9.3 Vendor shall submit organizational charts to substantiate each of the following:
 - 9.3.1 Identify the roles and associated staff proposed for the New MEDS Takeover Project.
 - 9.3.2 Specify which roles are designated as Key Personnel as described in Section VII Item 9.4.
 - 9.3.3 Depict the reporting relationships within the Vendor's project team delivering the services.
 - 9.3.4 Specify where each proposed staff member falls within the Vendor's internal organizational structure.
- 9.4 The State defines Key Personnel/Named Staff as those who fill critical project roles and who have the authority and responsibility for planning, directing, and controlling the

project activities necessary for a successful project implementation. Key Personnel, (whether Prime or Sub-contractor), shall be committed and dedicated for the duration of the project and shall have sufficient prior experience to address the specifics of the project. Vendor shall clearly identify and name all staff who are considered Key Personnel.

- 9.4.1 Vendor shall provide resumes of named Vendor and subcontractor staff including only the specific experience necessary to fulfill the requirements of this RFP. The resume should describe any previous experience with Medicaid, experience working with CMS, and should specify any experience with the Medicaid Enterprise Certification Toolkit (MECT) certification process and use of Medicaid Eligibility and Enrollment Toolkit (MEET) checklists or Outcomes-Based Certification (OBC).
- 9.4.2 Resumes must list the qualifications such as professional credentials and educational benchmarks (degrees, licenses, continuing education, etc.) that are needed to fulfill the requirements of this RFP.
- 9.4.3 Vendor shall specify on the resumes which named staff are employed by the prime Vendor and which are subcontractors.
- 9.5 At a minimum, the Vendor shall name a Project Manager, a Technical Manager, Rules Engineer, and a Test Manager as Key Personnel for this project. In addition, the Vendor shall provide a Medicaid Functional Manager SME to keep the full project team informed of current project statuses as well as upon release of all State and Federal Medicaid rules, regulations, and mandates.
- 9.6 Key Personnel Qualifications
 - 9.6.1 Project Manager serves as the point of contact for New MEDS. Required qualifications include:
 - 9.6.1.1 A minimum of three years Medicaid eligibility and enrollment experience.
 - 9.6.1.2 Must be a certified Project Management Professional (PMP) or have a comparable project management certification.
 - 9.6.1.3 A minimum of five years of project management experience within the last six years. At least two of these years shall have been in leadership positions on operations, implementation, or transition projects.
 - 9.6.1.4 Demonstrated project management experience in multiple phases of the software development life cycle.
 - 9.6.1.5 Knowledge of HIPAA regulations and requirements.

9.6.1.6 Bachelor's degree from an accredited college or university. An Associate degree will be accepted with an additional two years of relevant experience. In lieu of a college degree, four additional years of relevant experience will be accepted.

9.6.2 Technical Manager serves as the software design and system architecture champion and applies advanced subject matter knowledge to manage staff activities in solving complex business/technical issues. Required qualifications include:

9.6.2.1 At least five years of experience in managing complex IT development projects.

9.6.2.2 At least three years of technical management and leadership experience.

9.6.2.3 A minimum of three years Medicaid experience.

9.6.2.4 Strong problem-solving and algorithm development skills.

9.6.2.5 Knowledge of HIPAA regulations and requirements.

9.6.2.6 Demonstratable experience and knowledge of industry standards and best practices regarding large-scale and enterprise-level projects.

9.6.2.7 Bachelor's degree from an accredited college or university. An Associate degree will be accepted with an additional two years of relevant experience. In lieu of a college degree, four additional years of relevant experience will be accepted.

9.6.3 Rules Engineer develops and maintains the eligibility rules used to evaluate beneficiaries applying for Medicaid benefits. Required qualifications include:

9.6.3.1 At least three years of experience in managing and maintaining a rules engine such as the Blaze rules engine currently implemented in New MEDS.

9.6.3.2 A minimum of three years Medicaid eligibility and enrollment experience.

9.6.3.3 Strong problem-solving and algorithm development skills.

9.6.3.4 Bachelor's degree from an accredited college or university. An Associate degree will be accepted with an additional two years of relevant experience. In lieu of a college degree, four additional years of relevant experience will be accepted.

- 9.6.4 Test Manager serves as the point of contact for all testing related to the New MEDS takeover and maintenance and operations. Required qualifications include:
- 9.6.4.1 At least five years of experience designing test cases and managing testing activities for a system of similar complexity and size; preferably within the healthcare industry.
 - 9.6.4.2 At least three years of experience in performing similar services on complex systems based modern technology or operational systems.
 - 9.6.4.3 Bachelor's degree from an accredited college or university. An Associate degree will be accepted with an additional two years of relevant experience. In lieu of a college degree, four additional years of relevant experience will be accepted.
- 9.6.5 Medicaid Functional Manager SME works directly with the Project Manager and serves as the consultant to review and analyze new and proposed federal and state policies and regulation to provide guidance and recommendations on the potential impact to the State. Required qualifications include:
- 9.6.5.1 At least 10 years in analyzing health care policy regulations and reporting on potential impacts and providing recommendations.
 - 9.6.5.2 At least three years of experience in performing similar services on complex systems based modern technology or operating systems.
 - 9.6.5.3 Knowledge of HIPAA regulations and requirements.
 - 9.6.5.4 Bachelor's degree from an accredited college or university. An Associate degree will be accepted with an additional two years of relevant experience. In lieu of a college degree, four additional years of relevant experience will be accepted.
- 9.6.6 If additional staff, beyond Key Personnel, are required to perform the functions of the contract, the Vendor shall describe its plans and resources for fulfilling the functions.
- 9.6.7 Vendor cannot substitute Key Personnel during the first 180 calendar days of the contract period, except for the following conditions: an individual's sudden illness, death, resignation, or as otherwise approved or requested by the DOM Project Management Team. In any of these events, or time periods, the Vendor shall immediately notify DOM and provide the information required below:
- 9.6.7.1 All proposed substitutions of Key Personnel shall be made in writing at least 20 business days in advance of the substitution and shall be submitted to the DOM Project Management Team.

- 9.6.7.2 The DOM Project Management Team shall agree to the substitution before the substitution shall become effective.
- 9.6.7.3 Vendor is only allowed to propose an Interim staff member to fill a key staff role for a total of 45 days while they seek another qualified Key staff member.

10. Project Work Plan

- 10.1 Vendor shall complete the Start-up Period within 30 calendar days from the contract execution. During the Start-up Period, the Vendor shall, with key staff in attendance, complete the following:
 - 10.1.1 On-site Kick-Off Meeting shall be held within five business days of contract execution. The kick-off meeting materials shall cover:
 - 10.1.1.1 Introduction of personnel from the Vendor team and DOM
 - 10.1.1.2 Review of work plan
 - 10.1.1.3 Discussion of assumptions, risks, and issues
 - 10.1.1.4 Logistics for communications; and
 - 10.1.1.5 Additional topics as determined necessary
- 10.2 Vendor shall submit, as a part of this proposal, a high-level Project Work Plan that outlines the overall strategy, approach, and schedule to providing the requested takeover of system and services. The work plan must lay out the schedule in a phased implementation approach. The layout should cover tasks and dates via Microsoft Project, Excel, or be similar in nature.
- 10.3 The Project Work Plan shall contain all significant work steps required for provision of the requested services and shall clearly delineate the project's critical path.
- 10.4 Vendor shall specify timeframes in terms of business days or weeks after contract signing.
- 10.5 Vendor shall agree to prepare several pre-production Test Points that allow the State to test progress of the implementation effort and provide frequent feedback and needed adjustments. The State requires that the Project Work Plan minimally include a table of Milestones and Test Points. Vendor shall specify the achievements addressed at each proposed Test Point.
- 10.6 Vendor shall provide a table of high-level scheduled activities with the on-site resources assigned in the work plan. The table below is an **example** of a sufficient level of detail.

Table 21: Project Milestones and Participants

Project Phase/Milestone	Required Participants	Dates	On-Site Required
Requirements Review	Vendor Project Manager (PM), Business Analyst (BA), and DOM	10/21 – 12/21	X
Joint Application Design (JAD) Sessions	Vendor PM, BA, and DOM		X
System Design Review	Vendor PM, BA, Developer, and DOM		X
General System Design Deliverable	Vendor PM, BA, Developer, and DOM		X
Coding Starts	Vendor Developer		
Interface Control Document	Vendor PM, Developer, and DOM		X
Test Plan	Vendor PM, BA, Tester, and DOM		X
Test Point 1	DOM will perform independent testing with some Vendor support at State offices.		X
Coding Continues	Vendor Developer		
Test Point 2	DOM will perform independent testing with some Vendor support at State offices.		X
Coding Continues	Vendor Developer		
Test Point(s) beyond 2 as necessary	DOM will perform independent testing with some Vendor support at State offices.		X
Coding Continues	Vendor Developer		
Unit Test and System Integration Testing	Vendor PM, BA, Tester		X
End-to-End Testing Support	Vendor PM, BA, Tester, and DOM		X
Regression Test	Vendor PM, BA, Tester, and DOM		X
Final System Test Review	Vendor PM, BA, Tester, and DOM		X
UAT	DOM will perform independent testing with some Vendor support at State offices.		X
UAT Support	Vendor BA, Tester, and DOM		X
Production/Implementation	Vendor PM, BA, and Tester		X
Periodic Progress Report (Weekly and Monthly)	Vendor PM, DOM's Project Management Office (PMO), and DOM		X

- 10.7 The Project Work Plan shall be resource loaded indicating the role or resource that will accomplish the schedule task. Resources shall include both State and Vendor resources.
- 10.8 The Project Work Plan shall specify assumptions that the Vendor has made based on the information rendered in this RFP. DOM may at its sole discretion accept or reject the Vendor's assumptions.
- 10.9 While the State has described a preferred framework for developing the Project Work Plan, the Vendor is encouraged to utilize their institutional knowledge and proven approach to develop a successful Project Work Plan while adhering to the State's guidelines.
- 10.10 Upon contract award, the New MEDS Vendor will work with the DOM's Project Manager within the first 15 days to develop a more detailed Project Work Plan to guide the New MEDS Takeover Project. This detailed plan will be integrated into the overall project work schedule.

11. **Project Management**

- 11.1 Vendor shall specify their project management/SDLC methodology, specifically describing in detail whether they plan to approach this project with more of a Waterfall, Agile, or Hybrid Model. Vendor must describe their proposed entry and exit criteria for each testing phase.
- 11.2 Vendor shall work collaboratively with other State awarded contractors, such as the MRP System Integrator, MRP Testing Management Services Vendor, MRP Organizational Change Management Vendor, Enterprise Project Management Office (ePMO), IV&V, and other solution component contractors, while completing tasks required to implement and maintain the New MEDS solution.
- 11.3 Vendor shall agree to include DOM in any Vendor to other Vendor meetings unless the State grants an exception.
- 11.4 DOM reserves the right to have direct access to all Vendor SMEs to discuss design, configuration, implementation, operation, routine maintenance, and enhancement of the proposed solution(s).
- 11.5 Vendor shall clearly define their change request/escalation process.
- 11.6 Vendor shall provide weekly and monthly status reports to the State and the State's designated ePMO contractor to provide transparency on the progress of the New MEDS takeover. The frequency of the status reports may be modified to accommodate State needs as the project progresses. The format of the reports shall be consistent with DOM's approved templates, as distributed by DOM's ePMO contractor.
- 11.7 In their proposal response, Vendor must identify the takeover deliverables that will be provided to the State during the Takeover Phase (overlapping with current vendor) of the project and include samples of the deliverables that are marked with an asterisk (*).

Vendor may redact any proprietary or confidential information. The deliverables and deliverable components listed below are not meant to be a fully comprehensive list, as the Vendor's methodology may include additional deliverables. Vendor shall describe the cadence for each document to be updated and/or tested. Where no detailed description is provided, the State expects the Vendor to defer to the Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) description for the listed deliverable(s). Detailed descriptions may either change or enhance State expectation of PMBOK descriptions. Deliverable acceptance documentation content will be agreed upon between the Vendor and the State.

- 11.7.1 A Deliverables Expectation Document (DED) is required for every deliverable submitted to the State and provides an outline and description of the deliverable. The DED will define the deliverable expectation(s), establish the deliverable timeline, and define the reviewer(s) and approver(s) for the deliverable.
- 11.7.2 A Project Work Plan must be submitted for both a) transition of the State's existing system as an interim solution, and b) implementation of an integrated Eligibility System.
- 11.7.3 The Vendor shall provide a Project Management Plan*, updated bi-weekly, that includes the following sections/sub-plans:
 - 11.7.3.1 Responsible, Accountable, Consulted, Informed (RACI) Matrix depicting roles and responsibilities of the awarded Vendor and DOM
 - 11.7.3.2 Scope Management
 - 11.7.3.3 Schedule Management
 - 11.7.3.4 Procurement Management
 - 11.7.3.5 Quality Management
 - 11.7.3.6 System Change Management and Configuration Management (software versions and licensing, code libraries, etc.)
 - 11.7.3.7 Staffing Management
 - 11.7.3.8 Communications Management
 - 11.7.3.9 Issues and Risks Management
 - 11.7.3.10 Assumptions; and
 - 11.7.3.11 Constraints.
- 11.7.4 Transition Plan must be submitted and approved before the start of the Parallel Operations Phase. The plan shall include the Vendor's:

- 11.7.4.1 Proposed approach
 - 11.7.4.2 Tasks, subtasks, and schedule for activities
 - 11.7.4.3 Organizational Governance Chart
 - 11.7.4.4 Project Team Organization Chart
 - 11.7.4.5 Contract list of all key personnel and executives involved in the project
 - 11.7.4.6 A high-level timeline that encompasses all major project-related activities
 - 11.7.4.7 Identification of any potential risks or issues to timely implementation, and proposed mitigations; and
 - 11.7.4.8 A detailed description of a process for review, revision, and approval of all deliverables and project artifacts to be approved by DOM.
- 11.7.5 Technical Operations Plan (TOP) must be submitted within sixty (60) business days after contract execution and should support networking and integration. The Vendor shall provide a technical architecture (hardware and software) schematic of its technical infrastructure, roles and responsibilities of staff, methods and procedures for maintenance and operations of Vendor's technical infrastructure, and communications protocols. Vendor shall obtain DOM approval of the TOP, which shall include all off-site procedures, locations, and operational protocols. At a minimum, the Technical Operations Plan shall include:
- 11.7.5.1 Technical Architecture Schematic
 - 11.7.5.2 Systems Monitoring
 - 11.7.5.3 Patch Management
 - 11.7.5.4 Maintenance Schedule
 - 11.7.5.5 Points-of-Contact and Backups
 - 11.7.5.6 Technical Support
 - 11.7.5.7 Security
 - 11.7.5.8 HIPAA Compliance
 - 11.7.5.9 Database Replication
 - 11.7.5.10 Ad hoc Reporting Repository

- 11.7.5.11 Licensing and Warranty Tracking for Hardware and Software
- 11.7.5.12 Certificate Expiration Date Tracking
- 11.7.5.13 State Application Performance Monitoring (APM) tool integration into hosting platform; and
- 11.7.5.14 Other items as mutually agreed upon.

11.7.6 Interface Control Document (ICD) *

11.7.7 System Test Plan. Vendor shall describe their testing strategy and identify State and Vendor participants with responsibilities for testing and support of all test phases including but not limited to system, integration, conversion, interfaces, end-to-end, regression, load, performance, stress, and UAT. The System Test Plan must at a minimum address the following details:

- 11.7.7.1 Validation of Requirements Traceability Matrix (RTM) via adequate test cases
- 11.7.7.2 Building and executing automated and manual test scripts
- 11.7.7.3 Providing and utilizing automated and manual testing tools
- 11.7.7.4 Review and approval process for test results
- 11.7.7.5 Providing metrics to forecast schedule impacts based upon defect occurrence and severity; and
- 11.7.7.6 Providing appropriate training as necessary to prepare users for UAT.

11.7.8 System Test Results

11.7.9 Security and Privacy Design Document*

11.7.10 Business Continuity Plan (BCP): Identification of the core business processes involved in the production solution. For each core business process include:

- 11.7.10.1 Identification of potential failures for the process
- 11.7.10.2 Risk analysis
- 11.7.10.3 Impact analysis
- 11.7.10.4 Definition of minimum acceptable levels of service/output
- 11.7.10.5 Definition of triggers for activating contingency plans

- 11.7.10.6 Procedures for activating any special teams for business continuity
- 11.7.10.7 A plan for recovery of business functions, units, processes, human resources, and technology infrastructure; and
- 11.7.10.8 Communication protocols and process for restoring operations in a timely manner.
- 11.7.11 Disaster Recovery Plan (DRP): Procedures for data backup, restoration, and emergency mode operations in the event of hardware or software failures, human error; natural disaster; and/or other unforeseeable emergencies.
 - 11.7.11.1 The Vendor shall deliver a DOM specific DRP to the State within ninety (90) business days of executing the contract which should include defined Recovery Point Objectives, Recovery Time Objectives, and a test plan schedule for the DRP.
 - 11.7.11.2 The DRP must discuss retention and storage of backup files and software.
 - 11.7.11.3 The DRP must discuss hardware backup for critical solution components.
 - 11.7.11.4 The DRP must discuss facility backup.
 - 11.7.11.5 The DRP must discuss backup for any telecommunications links and networks.
 - 11.7.11.6 The DRP must discuss backup procedures and support to accommodate the loss of any online communications.
 - 11.7.11.7 The DRP must contain a detailed file backup plan, procedures, and schedules, including rotation to an off-site storage facility.
 - 11.7.11.8 The DRP must show the off-site storage facility provides security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations.
 - 11.7.11.9 The DRP must contain an enumeration of the prioritized order of restoration for Vendor's proposed solution.
 - 11.7.11.10 The DRP must discuss how recovery includes a short-term uninterruptible power supply to facilitate an orderly shutdown of the information system in the event of a primary power source loss.
- 11.7.12 Operations Guide

11.7.13 Security Risk Assessment

11.7.14 Training Plan

11.7.15 System Documentation: A comprehensive guide for DOM workers describing screen functionality, system usage, letter generation, notice generation, and each COE's eligibility determination rules. A version exists for New MEDS in its current state.

11.8 In their proposal response, Vendor shall identify the deliverables that will be utilized by and maintained as part of the Maintenance and Operation (M&O) Phase of the project and include samples of the deliverables that are marked with an asterisk (*). Vendor may redact any proprietary or confidential information. The deliverables and deliverable components listed below are not meant to be a fully comprehensive list, as the Vendor's methodology may include additional deliverables. The State expectations of updates are identified below:

11.8.1 Operations Guide: Updated when necessary.

11.8.2 System Documentation: Updated after every change request with review and approval requirements from the State.

11.8.3 Disaster Recovery Test Results*: Disaster Recovery testing with results provided for review to the State at a minimum annually.

11.8.4 Systems Security Plan (SSP) Test Results: SSP (including penetration and vulnerability) tested with results provided to the State at a minimum annually.

11.8.5 Monthly Report*: A comprehensive system health report including all SLA compliance reporting as well as Vendor quality measures reporting and supporting details. The Vendor shall propose a format/template for monthly SLA reporting that includes a summary and provides navigation to supporting detail. The report shall include the measured performance, trend, and activities performed to monitor and maintain performance, as well as task details and action status to identify and resolve performance issues. The format/template for SLA reporting shall be submitted ninety (90) calendar days after the start of the Takeover Phase.

11.8.6 Monthly Print Vendor Report: A comprehensive reconciliation report showing the Print Vendor received, printed, and mailed all letters and notices flagged and transmitted by New MEDS.

11.9 **MANDATORY** – Vendors must participate in the DOM annual audit and annually attest to meeting CMS Minimal Acceptable Risk Standards for Exchanges (MARS-E) and attest to a MARS-E compliant environment.

- 11.10 **MANDATORY** – Vendor shall assist DOM in documenting and meeting CMS certification requirements for their components, including CMS Outcomes Based Certification (OBC), if needed.
- 11.11 **MANDATORY** - Vendor must observe the MECT and maintain compliance with any updates published by CMS. <https://www.medicaid.gov/medicaid/data-systems/medicaid-enterprise-certification-toolkit/index.html>
- 11.12 **MANDATORY** – Vendor must attest in writing MARS-E compliance is in place at the beginning of the Parallel Operations Phase. Vendor must provide a roadmap to achieve MARS-E compliance during the Takeover Phase. Vendor shall meet, adhere to, and annually report on compliance with the following CMS MARS-E requirements:
 - 11.12.1 PL-2: System Security and Privacy Plan (SSP)
 - 11.12.2 CM-9: Configuration Management Plan
 - 11.12.3 CP-2: Contingency Plan
 - 11.12.4 CP-4: Contingency Plan Testing and Exercises
 - 11.12.5 IR-8: Incident Response Plan
 - 11.12.6 AT-3: Role Based Security Training
 - 11.12.7 AT-4: Security Training Records
 - 11.12.8 CA-3: System Interconnections
 - 11.12.9 RA-3: Risk Assessment
 - 11.12.10 AP-1: Authority to Connect
 - 11.12.11 AP-2: Purpose Specification
 - 11.12.12 AR-1: Governance and Privacy Program
 - 11.12.13 AR-2: Privacy Impact and Risk Assessment

12. **Testing**

- 12.1 Vendor shall describe their testing methodology. Vendor’s description must include, but not be limited to:
 - 12.1.1 Parallel Operations Phase: Testing capability during overlap with incumbent contractor, evidencing readiness to be the DOM eligibility system of record at end of transition.

- 12.1.2 Maintenance Phase: Testing capability to evidence accurate implementation of updates to existing system business capabilities and enhancements/new system capabilities.
- 12.1.3 Vendor shall propose the processes and tools for automated testing, performance/stress testing, regression testing, defect/error tracking and resolution, and any other tools that the Vendor will use to maintain the New MEDS.
- 12.1.4 Vendor shall propose how they support DOM in conducting State led verification testing against vendor updates and additions to the system.
- 12.1.5 Vendor shall propose how they will provide testing support for the integration points between New MEDS, existing known other systems of the DOM enterprise (refer to Figure 3), information exchanges with the MRP, and future systems/modules to be implemented as part of DOM's continuing Medicaid enterprise modernization. The Vendor shall test support for all other external vendor connections listed in Table 9: New MEDS Interfaces to successfully complete a full integration test for the software modules that comprise the DOM enterprise solution and collaboratively work together to troubleshoot and resolve any issues that are identified during integration testing. Each Vendor will be responsible for supporting the testing of the integration points for their respective component(s). Support shall include troubleshooting, creation and sharing of test data, reviewing test results, attending meetings, facilitating sessions related to platform technical specifications, and reviewing API technical specifications.
- 12.1.6 Vendor shall propose its process used to develop and load specific test cases to test the functionality of the respective components of the eligibility system. Vendor shall work with the Eligibility Project team to fully define comprehensive test cases that sufficiently test the end-to-end application submittal to determination to renewal functionality. This process is subject to the approval of the Eligibility Project team.
- 12.1.7 Vendor shall propose the process and tools for producing a RTM, tracking the test cases back to original implementation requirements, as well as maintenance change and enhancement requirements, to confirm all requirements are fully tested.
- 12.1.8 Vendor shall maintain testing and evidence records as needed to obtain and maintain CMS certification/approval of eligibility functionality, should CMS approval be required to maintain federal funding match.
- 12.1.9 Vendor shall participate, as agreed upon by both parties, in the acceptance testing of the Applications and Services by providing technical staff at DOM's location to provide assistance in demonstrating all functions of the Applications and Services. Vendor's official representative must sign off on each Application

and Service to ensure that the Applications and Services meet the functional and technical requirements.

- 12.2 The Vendor shall establish one or more environments by the Initial Test Point Milestone which must be regularly maintained by the Vendor and accessible by DOM from that point forward.
- 12.3 The Vendor shall provide test data that is fully representative of the New MEDS production database in terms of transaction and storage volumes, as well as inclusive of every potential data type, data value, and data ranges. The Vendor shall describe their process and schedule for creating and loading data to populate the test environment for the testing process and for resetting the databases/environment regularly throughout the testing process to accommodate multiple successful complete test cycles while protecting live production database Protected Health Information/Personally Identifiable Information (PHI/PII) and adhering to HIPAA.
- 12.4 The Vendor shall provide de-identified test data in all test environments in compliance with State standards and MARS-E control DM-3 minimization of PII used in testing, training, and research. The Vendor will maintain de-identification during environment data refresh, short- and long-term environments, and special purpose testing environments. The Vendor shall gain approval and document any de-identification deviation required by the special situational nature. The method of data de-identification must be approved by the State.
- 12.5 If the Vendor proposes any changes to the physical infrastructure technology stack, then the Vendor shall also include testing the implementation of the existing solution on the revised technology stack.

13. Security and Privacy

- 13.1 Vendor shall describe how they will continue to support the functionality that detects when potential inappropriate system access or misuse occurs and describe appropriate steps to prevent unauthorized access, issue notifications/alerts to appropriate individuals, and immediately log the incident.
- 13.2 Vendor shall continue to support providing ad hoc lists of all users with access to the New MEDS components including their level of access and the date/time of their last system access. The Vendor shall also support producing an audit trail of the historical security access changes for each user.
- 13.3 Vendor shall have a Service Organization Control 2 (SOC2) performed on their data center annually and shall provide SOC2 reports to the State for review. Additionally, by the first ninety (90) calendar days after contract execution and annually thereafter, the Vendor shall provide the State with an annual data center report, specifying what certifications have been awarded to the facility.
- 13.4 Vendor shall complete Security and Privacy Risk Assessments and internal Security Audit reports on an annual basis in coordination with the State and when additions or changes

to functionality impact the security framework, architecture, or when a new vulnerability is identified. The first assessment shall be completed prior to the takeover solution's initial production release.

- 13.5 The Vendor shall participate in the State led MARS-E yearly audit. The Vendor shall be available during the audit to support auditing activities and after the audit it shall address all identified security issues within the CMS mandated timeframes via updates to a Plan Of Actions and Milestones (POA&M). Vendor shall adhere to State periodic update policy related to addressing identified security issues.
- 13.6 The Vendor shall make themselves available for third party auditors that ensure compliance with State and Federal security and privacy rules. The Vendor shall provide a mitigation plan for all reported deficiencies via the POA&M. Major and critical deficiencies shall be corrected within established and agreed upon timelines.
- 13.7 The Vendor shall cooperate and assist the State in responding to all law enforcement, Federal and State questions, and audit and review requests. The Vendor shall provide audit support including, random sample generation, data extracts, hard-copy documents, and provide any requested data or information.
- 13.8 The Vendor shall describe how they will maintain adherence to established security and privacy standards such as HIPAA, Federal Information Security Management Act (FISMA), Privacy Act, Federal Tax Information (FTI), and other Federal and State laws, regulations, and policies.
- 13.9 Vendor shall describe their established business and technical protocols to ensure that the transmission and storage of information remains encrypted while in transit and at rest.
- 13.10 At the State's request, the Vendor shall invoke a process for masking, sanitizing, scrambling, or de-sensitizing sensitive data (e.g., PHI/PII) when extracting data from the production environment for use in another environment for testing purposes.
- 13.11 The proposed solution shall conform to the State of Mississippi's Enterprise Security Policy. Copies can be obtained via email to itprocurement@medicaid.ms.gov or viewed at <https://www.sos.ms.gov/adminsearch/ACCode/00000312c.pdf>
- 13.12 The Vendor shall conform to the State of Mississippi Cloud and Offsite Hosting Enterprise Security Policy. Copies of the Cloud and Offsite Hosting Enterprise Policy may be obtained via email to itprocurement@medicaid.ms.gov or viewed at <https://www.sos.ms.gov/adminsearch/ACCode/00000679c.pdf>.

14. **Training**

- 14.1 The Vendor shall describe their proposed training approach based upon projects of similar size and scope. The Vendor shall provide onsite train-the-trainer sessions in Jackson, Mississippi for Division/Agency resources or designated agency resources and other staff

responsible for training along with qualified and experienced trainers who have hands on experience with the proposed solution.

- 14.2 The Vendor shall develop and regularly update training materials and maintain electronic training guides and materials to support train-the-trainer instruction and enhancements/production release changes.
- 14.3 Vendor's pricing for training must be provided in a tiered approach to accommodate technical, administrative, user training (in a train-the-trainer approach) and other training, including training materials, as necessary for successful implementation. Pricing must be included as a line item(s) in the Section VIII Cost Information Submission form.
- 14.4 The Vendor shall provide training for services introduced as new functionality if training is appropriate for the new functionality.

15. Maintenance and Operations

- 15.1 Vendor shall propose staffing model headcount specific to meeting the M&O requirements as follows:
 - 15.1.1 Maintenance Allocation – In addition to the Section VII Item 9 staffing model, the Vendor shall propose the specific number of hours of development resources per month allocated to fixing defects and maintaining the overall system health and stability for currently implemented business functionality. During 2021, the incumbent Vendor was able to research, design, test, and implement 70 incidents. The process is a monthly production release combined with enhancement change requests unless a fix is of an urgent nature and there is an additional release required outside of the regularly scheduled monthly release
 - 15.1.2 Enhancement Allocation – In addition to the Section VII Item 9 staffing model, the Vendor shall propose the number of hours of development resources allocated per month to creating new capabilities via change requests, to continue incremental small-scale improvements. DOM's intent is to have contracting efficiency by including an allowance of development hours for future needs included within this project scope. During 2021, the incumbent Vendor was able to research, design, test, and implement 100 change requests. The process is a monthly production release combined with any maintenance incident requests. These change requests are of the size and type that the maintenance team can fix within a month or two as time permits and are not of large scope requiring additional resources or time.
 - 15.1.3 Staffing - The Vendor shall include in their staffing model, all individuals performing developmental and non-development functions, such as project management/leadership, business analysis, testing, QC, database administration, infrastructure specialist, developers, eligibility rules engineer, configuration, batch processing specialists, etc. The vendor shall provide adequate capacity for the non-development functions, as indicated by the staffing model headcount. This should also include monthly operation activities such as review of monthly

batch jobs, letters and notices, print vendor reviews, reconciliation with other systems reviews, responding to DOM quick research requests, data fixes, triaging New MEDS operational performance, etc.

- 15.2 The Vendor shall ensure that the New MEDS system is usable and accessible via a Cloud solution (e.g., AWS or GCP) prior to the end of the third contract year following completion of overlapping operations with the incumbent. At that point, the Vendor will be providing all ongoing maintenance for New MEDS. The Vendor shall describe their strategy, including a staffing plan, incident and defect management, and warranty support. The description must include but not be limited to how the Vendor will meet the following requirements:
- 15.2.1 The Vendor shall work with DOM's Help Desk (Tier 1) to assist and resolve problems, issues, defects, data integrity problems, and provide operational guidance.
 - 15.2.2 The Vendor shall describe the methodology including the tools, processes, and procedures used to provide Tier 2 Help Desk support for New MEDS.
 - 15.2.3 The Vendor shall describe other communication channels of support offered (e.g., email, chat, web form) in addition to telephone support.
 - 15.2.4 The Vendor shall describe their online problem tracking system and associated methodology and processes explaining how they will meet or exceed the following specifications:
 - 15.2.4.1 The Vendor shall have processes and an associated system to track, manage, monitor, and resolve problems/issues with the ability to report on problems/issues using both built-in reports and customized reports.
 - 15.2.4.2 The Vendor shall classify problems as to criticality and impact, including appropriate resolution procedures and escalation process for each classification of a problem. DOM reserves the final right to classify the criticality of incidents, defects, problems, and tickets.
 - 15.2.4.3 The Vendor shall log problems submitted via phone into the tracking system at receipt. Problems submitted online or email must be ingested into the tracking system with minimal State staff intervention.
 - 15.2.4.4 The Vendor shall provide the State unrestricted access to the online problem tracking system including all information logged for both active and inactive (cancelled or completed) problems/issues.
 - 15.2.4.5 Service Level concepts defined in Exhibit B to the Standard Contract and associated with the problem tracking system must be addressed.

15.3 System Maintenance

15.3.1 The Vendor(s) shall describe its methodology and processes for scheduling, testing, and implementing/updating its solution for all types of scheduled and unscheduled maintenance, including but not limited to:

15.3.1.1 Security updates

15.3.1.2 Implementing required changes as a result of changes to Federal and State laws and regulations

15.3.1.3 Reported software and data problems/issues

15.3.1.4 Infrastructure support

15.3.1.5 System upgrades

15.3.1.6 Patches and firmware updates

15.3.1.7 Operating systems and server software changes

15.3.1.8 Hardware changes; and

15.3.1.9 System Enhancements (Change Requests).

15.3.2 The Vendor shall describe their process for coordinating with other Vendors when maintenance affects information exchanges, interfaces, and systems not controlled by the Vendor.

15.3.3 The Vendor shall describe the notification process for informing end users of system maintenance and downtime, including scheduled and unscheduled/emergency maintenance, system errors, degraded performance, and other system events. The notification process shall include notification within one hour of discovery for any items covered.

15.4 DOM has a backlog of items that need to be fixed, added, or updated. DOM desires to have code that is more maintainable and extendable. Identifying dead and deprecated code, while preparing to organize the current code, before fixing, updating, or adding new functionalities will not only improve the quality of the code, but also make it easier to build on the source code by the maintenance team in the future. The process does not end with the established code but extends to all updates and enhancements. This concept of “continual refactoring and improvement” as a Quality Control (QC) process seeks to minimize code flaws, increase maintainability, and minimize change request cost.

15.4.1 The Vendor shall propose a development quality management process. The process should utilize tools such as a code analyzer tool and procedures that find issues in the code that need to be refactored without changing the external behavior of the code as well as provide performance improvement and ease of

maintenance. This concept of “continual refactoring and improvement” as a Quality Control (QC) should be performed on a semi-annual or annual basis.

- 15.4.2 The Vendor shall make available to the State the results of refactoring processes and the output of refactoring tools by the end of the Takeover Phase.
- 15.4.3 The Vendor shall propose a configuration upgrade plan to be delivered to the State by the end of the Takeover Phase with any components, software tools and servers that need to be upgraded or replaced to current version.
- 15.5 The Vendor shall support monthly system updates to implement maintenance and enhancements. System releases shall also describe the following:
 - 15.5.1 The Vendor shall describe its release management strategy and schedule, including promotion from development to UAT environment and from UAT environment to Production environment, or any other relevant code promotion strategy. The strategy description must address routine maintenance changes, as well as patches, hot fixes, new process functionality, and infrastructure upgrades that impact system performance and availability.
 - 15.5.2 The Vendor shall describe the process for determining the inclusion of new functions and features in upcoming releases, including DOM's ability to control which functionality is scheduled for implementation, as well as any potential user group involvement in the prioritization.
 - 15.5.3 The Vendor shall describe the frequency of meetings, the governance structure of the user groups, and the role they play in planning and implementing releases.
- 15.6 System End of Contract Turnover
 - 15.6.1 The Vendor shall collaborate with the successor Vendor while providing all required turnover services. The Vendor shall describe their methodology, schedule, and process for system turnover at the end of the contract period, detailing how they will meet the following specifications:
 - 15.6.1.1 The Vendor shall include meeting with the successor, providing technical, business, knowledge transfer, project support, and devising work schedules approved by DOM.
 - 15.6.1.2 The Vendor shall be available for problem assistance for 60 calendar days after the successor Vendor assumes maintenance of the system.
 - 15.6.1.3 The Vendor shall provide an End-of-Contract Transition Plan no later than four months prior to the end of the Agreement term, at a time requested by DOM.

- 15.6.1.4 The Vendor shall transfer all software, services documentation, and all data requested by DOM to the successor Vendor or to the State to ensure a successful launch.
- 15.6.1.5 The Vendor shall turn over all data to the State, within a mutually agreed upon timeline. All data shall be properly disposed of after turnover, within a timeframe specified by the State according to the executed BAA/DUA as referenced in and of this RFP.
- 15.6.1.6 The Vendor shall provide evidence to DOM that all code and project records have completed transfer to DOM or its successor Vendor, and that Vendor's staff no longer have access to or any "local copies" of any portion of New MEDS code or data. All diagrams, models and other work products produced by Vendor shall be transferred fully to DOM, and the Vendor shall certify that no "local copies" of any portion of New MEDS related work is remaining on devices controlled by the Vendor.
- 15.7 The Vendor shall provide timely and thorough response to CAPs, as required by DOM, including completion of remediation tasks identified in the CAP and/or Vendor's response to the CAP, which could be initiated to remedy a contractual or Vendor performance issue or as an outcome from an IV&V or other review.
- 15.8 The Vendor shall provide compliance reporting on all monthly SLAs. The first compliance report is due the first day of the month, occurring immediately after the first full month of warranty and M&O.
- 15.9 The Vendor shall coordinate batch jobs and updates with the MESA vendor. This may affect job scheduling and other activities that rely on the availability of MESA.
- 15.10 The Vendor shall pay liquidated damages and be responsible for any additional associated cost(s) for incidents in violation of HIPAA, HITECH, and the implementing regulations thereunder. Additional costs associated with such incidents may include, but are not limited to, costs associated with mitigation of the incident, preparation, and delivery of required notices to affected individuals, and credit reporting and/or monitoring. An incident means, with respect to protected health information (PHI), (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration, or other event in which PHI cannot be accounted for.
- 15.11 The Vendor shall cooperate with State sanctioned audits and make all documentation available to the auditing entity.
- 15.12 Unless otherwise mutually agreed to in writing, the Contractor shall maintain all hardware and software products required to support the Contractor's solution at their most current major version (patches, fixes, upgrades, and releases for all software, firmware, and operating systems) or no more than one version back from the most current major

version. At no time should the products necessary for the solution be at a version that is unsupported or at end-of-life.

- 15.13 Prior to product change/update deployment, the Contractor shall provide electronic notification including detailed release notes for major and minor version, patches, updates, and fixes to be deployed to the production environment. Contractor is expected to appropriately test all updates to ensure no impact to system functionality.
- 15.14 The Vendor shall conform to eligibility processes which require reconciliation of data exchanges. Reconciliation is defined as a balance of files and the correct transmission with approved records. New MEDS is required to reconcile all records received and transmitted.
- 15.15 The Vendor shall agree to submit a cost proposal for all change request items listed in Attachment D within ninety days after the conclusion of the Takeover Phase. The cost proposal shall follow the change request requirements in this RFP and processes established by the Vendor during the Takeover Phase in collaboration with the State. The Vendor acknowledges the list may change due to unforeseen future events altering the scope of or need for any listed item.
- 15.16 Vendor shall describe how they will regularly use automated monitoring tools to verify how SLAs are monitored.
- 15.17 The State utilizes infrastructure health monitoring tools that track network and application performance and health. Application Monitoring Tools (APM) are utilized to gather and quantify Enterprise performance, but specifically to monitor New MEDS eligibility system performance. The APMs are expected to monitor systems such as the hosting platform, process utilization, memory demands, process duration, and disk read/write speeds.
- 15.18 The intent is to install software agents on Vendor's system(s) providing independent visibility into performance. The information provided can augment, support, or potentially act in lieu of Vendor specific SLA reporting. DOM uses infrastructure monitoring to quickly identify breakdowns in systems that are considered critical data provider resources in a multi-vendor enterprise.
 - 15.18.1 Vendor shall allow the installation of and/or integration with the State's APM tools.
 - 15.18.2 Vendor shall provide State agents access to technical resources capable of supporting APM tools in the New MEDS networking and application infrastructure.
 - 15.18.3 Vendor shall partner with the State to resolve issues when an APM tool provides feedback indicating issues exist with the Vendors infrastructure that are impacting the New MEDS eligibility system or related component.

16. **Warranty**

- 16.1 The warranty period is a one-year period during which the Vendor shall warrant, at no cost to the State, all work performed as reported by the Vendor in Maintenance Status Reports for completed CRs and enhancements, transition milestones completed, and as stated in the RFP, Vendor's proposal, and any subsequent Statement(s) of Work (SOW). The warranty period must include the necessary Vendor support to correct any deficiencies found and to provide any other consultation as needed.
- 16.2 For any phased implementations, processes or new business/technical capabilities, the warranty period for each phase or process will begin only when Vendor has fully implemented the phase or process, or new business/technical capabilities and the State has accepted the phase or process as functioning properly, via UAT evidence, and in coordination with any previously implemented phase(s) or process(es).
- 16.3 The Vendor's RFP response shall state and discuss the full warranty offered during the warranty period on all New MEDS software and services proposed and state if it is longer than the minimum.
- 16.4 This warranty shall cover all components for which services were provided, including all programs, forms, screens, reports, subroutines, utilities, file structures, documentation, interfaces, conversions, configurations, or other technical capabilities provided by the Vendor.
- 16.5 The Vendor shall warrant that completed maintenance changes and implemented enhancements are free from defects (except for those mutually agreed upon), when delivered into the production environment.
- 16.6 During UAT, certain defects may be identified that are prioritized by DOM to continue/promote to production environment, because the planned release contains high priority/high impact enhancements that are defect free. This is an exceptional circumstance, not routine, and occurs only when the delay/level of effort required to separate the functionality is more than the risk impact of the known defect. When this exceptional circumstance occurs, the Vendor shall correct the identified defect at their own expense, and within a mutually agreed upon timeframe.
- 16.7 After a Production Release, new defects may be identified. When this occurs, the Vendor shall at their own expense, when directed by DOM, perform a "rollback", restoring the production environment within 24 hours to the State prior to the last release. Such "rollback" will be conducted outside of core DOM business hours, to prevent any operational downtime during normal business hours.
- 16.8 The Vendor shall explain how the warranty period and warranty work are managed, how warranty work differs from the maintenance work, and how warranty work is planned, staffed, tracked, monitored for quality, and reported for status. In particular, the Vendor shall explain the self-audit process, which demonstrates that warranty work is a distinctly separate effort from maintenance support work.

17. Additional Requirements

- 17.1 DOM acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed solution. Vendors must specify, what additional components may be needed and are proposed to provide a fully functional New MEDS software application as described herein.
- 17.2 Vendor shall carefully detail the manner and degree by which the proposed response meets or exceeds each specification. Failure to provide the information requested shall result in the Vendor receiving a lower score for that item or, at the State's sole discretion, being subject to disqualification.

18. Cost Proposal

- 18.1 Vendor shall provide detailed cost information for all implementation, support, and training costs proposed in response to this RFP.
- 18.2 The State is asking for a fixed price contract for the implementation and annual maintenance for the proposed solution. In Section VIII, *Cost Information Submission*, Vendors shall supply line-item costs for the specific items requested by this RFP.
- 18.3 Vendor shall provide a fully loaded blended hourly change order rate (inclusive of the cost of all materials, travel expenses, lodging, per diem, and all other expenses and incidentals incurred by the Vendor in the performance of the Change Order) in Section VIII, *Cost Information Submission* for any additional services that may be deemed necessary or desirable by the State.
- 18.4 Vendor is responsible for including an exhaustive list of costs for products and services to ensure a successful takeover of New MEDS as set out in this RFP. The State is not responsible for additional costs not identified in Vendor's cost proposal.

19. Scoring Methodology

- 19.1 An Evaluation Team comprised of DOM Staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to the evaluation team, will be used to evaluate the proposals.
 - 19.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
 - 19.1.2 The sum of all categories equals 100 possible points.
 - 19.1.3 For the evaluation of this RFP, the Evaluation Team will use the categories and possible points:

Table 22: Categories and Possible Points

Category	Possible Points
Non-Cost Categories	
<i>Vendor Requirements:</i> Project Work Plan – Section VII, Item 10	10
<i>Project Requirements:</i> Current Environment and Take Over Requirements – Section VII, Item 5 Project Duration – Section VII, Item 7	20
<i>Technical Requirements:</i> Testing– Section VII, Item 12 Security and Privacy – Section VII, Item 13	20
<i>Maintenance & Operations:</i> Maintenance and Operations – Section VII, Item 15	15
Total Non-Cost Points	65
Cost	35
Maximum Possible Points	100

19.2 The evaluation will be conducted in four stages as follows:

19.2.1 Stage 1: Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal shall comply with the instructions stated in this RFP regarding content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and shall be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal at the sole discretion of the State.

19.2.2 Stage 2: Non-cost Evaluation (all requirements excluding cost)

19.2.2.1 Non-cost categories and possible point values:

Table 23: Non-Cost Categories

Non-Cost Categories	Possible Points
Vendor Requirements	10
Project Requirements	20
Technical Requirements	20
Maintenance and Operations	15
Maximum Possible Points	65

- 19.2.2.2 The State scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the Technical Requirements category was allocated 20 points; a proposal that fully met all requirements in that section would have scored 18 points. The additional 10% is reserved for a solution that exceeds the requirement and provides additional benefits to the State, at the sole discretion of the State.
- 19.2.2.3 Proposals meeting fewer than 80% of the Technical Requirements may be eliminated from further consideration at the sole discretion of the State.
- 19.2.2.4 Proposals meeting fewer than 80% of the Vendor Requirements may be eliminated from further consideration at the sole discretion of the State.

19.2.3 Stage 3: Cost Evaluation

- 19.2.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:
A = Total lifecycle cost of lowest valid proposal
B = Total lifecycle cost of proposal being scored
n = Maximum number of points allocated to cost for acquisition
- 19.2.3.2 Cost categories and maximum point values are in Table 24.

Table 24: Cost Categories and Max Point Values

Cost Category	Possible Points
Lifecycle Cost	25
Change Order Rate	10
Maximum Possible Points	35

19.2.4 Stage 4: Selection of the successful Vendor

- 19.2.4.1 At the discretion of the State, evaluators may request on-site interviews, presentations, demonstrations, or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

- 19.2.4.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven (7) calendar days of notification. Each presentation must be made by the Project Manager being proposed by the Vendor to oversee implementation of this project.
 - 19.2.4.3 Proposed Key Personnel must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed Key Personnel during this onsite visit.
 - 19.2.4.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.
 - 19.2.4.5 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. Vendor shall list potential reference sites in the proposal.
- 19.2.5 Final Quantitative Evaluation: Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate and adjust any technical/functional scores, as necessary. The non-cost and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

Pre-implementation deliverables shall have a 15% retainage payable after the warranty period (See Section VII, Item 16). Documented below is a proposed payment schedule that is acceptable to the State. Vendor may propose an alternative payment schedule to be finalized during contract negotiations. Payment amounts proposed for each deliverable/milestone should correlate to the level of effort and criticality of the deliverable/milestone to the project. The schedule below does not depict all anticipated deliverables/milestones for the project, just those that are proposed to be associated with a payment.

Table 25: Document Payment Schedule

Document Deliverables	Payment Amount
Project Management Plan - Schedule, Organization, and Quality Plan, SOW/Scope, Communication Plan, and Risk/Issue Management Plan	5%
Takeover Phase Deliverables, including Training Plan (refer to Section VII Item 11)	5%
Requirements Traceability Matrix (RTM) (refer to Section VII Item 12.1 7)	5%
General System Design Document, including the Software Development Approach, Data Integrity, Data Availability, Data Authenticity, and Data Security.	5%
Interface Control Document and Security and Privacy Design Document (refer to Section VII Item 11.7.6 and 11.7.9)	5%
System Test Plan (refer to Section VII Item 11.7.7)	5%
Security and Privacy Design Document and Security Risk Assessment, Business Continuity Plan (refer to Section VII Item 11.7.10), Disaster Recovery Plan (refer to Section VII Item 11.7.11), and Disaster Recovery Initial Test Results	5%
System Test Results	5%
Initial Test Point Milestone (refer to Section VII Table 21)	10%
Final Test Point Milestone	20%
UAT Acceptance Milestone	20%
Go-Live	10%

Vendors must supply all applicable project costs in the matrix below. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. The Vendor is expected to provide operational costs consisting of a fixed maintenance cost that includes some number of hours (which must be specified in the proposal - Section VII: Project Specifications, Article 15, Maintenance and Operations) to be used for routine maintenance requests. Vendors may add line items to any cost table to substantiate their entire offering. Any cost not listed, even if it was asked for in the RFP but not included below, may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Table 26: Cost Information

Cost Description	Cost	15% Retainage	Cost Less Retainage
Implementation Costs			
Implementation Costs			
Training			
Total Cost Less Retainage			
Total Retainage			
Subtotal Implementation Costs			
Maintenance & Operations Resources			
Description	# of hours	Hourly Rate	Cost
Maintenance Allocation Resources			
Enhancement Allocation Resources			
Staffing Resources			
Subtotal Maintenance & Operations Resources Costs			
Maintenance, Operations, Support, and Hosting Costs			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Printing Cost Per applicant (list volume rates and discounts on separate rows) **			
Subtotal Maintenance, Operations, Support, and Hosting Costs			
Performance Bond/ Irrevocable Letter of Credit			
Performance Bond/Irrevocable Letter of Credit (Section IV, Item 37)		\$	

**** Vendor shall describe tiered pricing for any Notices, Letters, and Renewals to be mailed each month.**

Summary:

Implementation Costs:	
Maintenance & Operations Resources Costs	
Maintenance, Operations, Support, and Hosting Costs:	
Performance Bond:	
5-YEAR GRAND TOTAL:	

DOM understands that Vendors may often have more competitive or innovative data sources that would be an advantage to the State. This is the opportunity for Vendors to propose optional services that the State could utilize at its discretion.

Table 27: Optional Items/Services

Item	Description	One-Time Cost	Annual Licensing Cost

CHANGE ORDER RATES

DOM may wish to add functionality outside the scope of this RFP after the initial deployment of the awarded solution. The Vendor must propose all possible personnel/subject matter experts (SME's) that may be needed for future enhancements in the table below with their fully loaded hourly rates. Along with the fully loaded hourly rates, the Vendor must propose a fully loaded blended rate. The table lists possible roles but is not all inclusive and the Vendor may add additional roles. If the Vendor does not foresee a particular role being proposed, the Vendor must mark the hourly rate as N/A. Vendor must completely fill in the matrix listed below. The fully loaded fixed hourly rate will remain the same for the entire duration of the project. These rates shall be used in pricing of any subsequent change orders. Fully loaded rates include hourly rate plus travel, per diem, and lodging.

Table 28: Fully Loaded Rates

Role	Fully Loaded Fixed Hourly Rate	Fully Loaded Blended Hourly Rate
Project Manager		
System Architect		
Technical Manager		
Test Manager		
Functional Lead		

Role	Fully Loaded Fixed Hourly Rate	Fully Loaded Blended Hourly Rate
Data Architect		
Data Analyst		
Database Administrator		
Senior Developer		
Junior Developer		
Business Analyst		
Functional Tester		
Technical Writer		
User Interface Designer		
Interaction Designer/User Researcher		

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued
 - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
 - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP

1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.

1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, email address of contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the Reference section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal must clearly indicate any mandatory experience requirements met by subcontractors. **Note:** *The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed (i.e., the State does not typically accept proposals in which the prime Vendor is only a brokering agent).*

REFERENCE FORM

Copy this form to be used for each of three references.

Vendor Information	
Contact Name:	
Contact Title:	
Company Name:	
Address:	
Phone #:	
E-Mail:	
Project Information	
Project Start Date:	
Project End Date:	
Project Description:	
Vendor's Role in Project	
Vendor must provide sufficient details to allow the State to understand and evaluate Vendor's role in the referenced project.	
Question	Details
Was this project for a system implementation similar to the services sought by this RFP? Describe Project and Vendor's Role.	
For this project, was the Vendor the Prime or the Subcontractor?	
For this project, was the Vendor responsible for Data Management?	
For this project, was the Vendor responsible for multiple Interfaces?	
For this project, was the Vendor responsible for Integration with an enterprise service bus?	
For this project, was the Vendor responsible for providing Vendor hosted solution/services?	
Describe other project related services provided by Vendor.	

SUBCONTRACTOR REFERENCE FORM

Copy this form to be used for each of three references.

Subcontractor Information	
Contact Name:	
Contact Title:	
Company Name:	
Address:	
Phone #:	
E-Mail:	
Project Information	
Project Start Date:	
Project End Date:	
Project Description:	
Subcontractor's Role in Project	
Vendor must provide sufficient details to allow the State to understand and evaluate Subcontractor's role in the referenced project.	
Question	Details
Was this project for a system implementation similar to the services sought by this RFP? Describe Project and Vendor's Role.	
For this project, was the Vendor the Prime or the Subcontractor?	
For this project, was the Vendor responsible for Data Management?	
For this project, was the Vendor responsible for multiple Interfaces?	
For this project, was the Vendor responsible for Integration with an enterprise service bus?	
For this project, was the Vendor responsible for providing Vendor hosted solution/services?	
Describe other project related services provided by Vendor.	

EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with DOM. The inclusion of this contract does not preclude DOM from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this *Standard Contract*, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

SOFTWARE AS A SERVICE AGREEMENT BETWEEN VENDOR NAME AND MISSISSIPPI DIVISION OF MEDICAID

This Software as a Service Agreement (hereinafter referred to as “Agreement”) is entered into by and between, **VENDOR NAME**, a **STATE OF INCORPORATION** corporation having its principal place of business at **VENDOR ADDRESS** (hereinafter referred to as “Licensor”), and the Mississippi Division of Medicaid located at 550 High Street, Suite 1000, Jackson, Mississippi 39201 (hereinafter referred to as “Licensee” and/or “DOM”). DOM are sometimes collectively referred to herein as “State.”

WHEREAS, DOM, pursuant to Request for Proposals (“RFP”) No. 20220401 requested proposals for the services of a contractor to provide a Software as a Service (“SaaS”) solution for an Eligibility System takeover; and

WHEREAS, Licensor was the successful proposer in an open, fair and competitive procurement process to provide the Applications to DOM pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 “Active User” means DOM, its employees, and any third-party consultants or outsourcers engaged by DOM actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

1.2 “Application(s)” or “SaaS Application(s)” means those Licensor software application programs which are made accessible for DOM to use under the terms of this Agreement.

1.3 “Available Date” means the date upon which Licensor notifies DOM that the Applications may be accessed on the Licensor’s SaaS server and DOM may begin acceptance testing.

1.4 “Cloud Services” or “SaaS Services” means those services related to Licensor’s private cloud environment provided to DOM, including but not limited to, infrastructure, equipment, bandwidth, server monitoring, backup services, disaster recovery services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto.

1.5 “Content” means any content DOM or Active Users post or otherwise input into the Services.

1.6 “Documentation” means the user and technical manuals and documentation published by Licensor relating to the use of the Services or Applications; the help files included within the Applications, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Applications.

1.7 “Initial Term” means the five (5) year term of Services as indicated in Article 2.

1.8 “Licensee” means the DOM, its employees, and any third-party consultants or outsourcers engaged by DOM who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.9 “Licensor” means VENDOR NAME, and its successors and assigns.

1.10 “Personally Identifiable Information (“PII”)” means information concerning individually identifiable Active Users that is protected against disclosure under applicable law or regulation.

1.11 “Services” means any Cloud Services, on-line user access, customizations, interface development, consulting, education, SaaS installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

1.12 “Supported Interfaces” means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Applications as described in the Documentation.

ARTICLE 2 PERIOD OF PERFORMANCE

2.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for five (5) years after acceptance of implementation services (“Initial Term”). At the end of the Initial Term, the Agreement may, upon the written agreement of the parties, be renewed under the same terms and conditions for an additional term, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Licensor shall notify DOM of the impending

expiration and DOM shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by DOM following contract execution and the issuance by ITS of the Exemption CP-1 Acquisition Approval Document.

ARTICLE 3 SCOPE OF SERVICES

3.1 The Licensor agrees to provide to DOM support and hosting of the New MEDS Eligibility Determination System and associated deliverables as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.2 below.

3.2 Licensor shall be responsible for the following:

- A.** Ensuring that all deliverables are complete and accepted by DOM pursuant to a mutually agreed upon project work plan
- B.** Tracking date sensitive items to ensure timely updates
- C.** Acknowledging that the Content is and shall remain the sole and exclusive property of DOM. Further, Licensor acknowledges that the Content may contain protected health information ("PHI") or PII and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the SaaS Services or to comply with applicable laws. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to DOM pursuant to a mutually agreed upon release schedule and in a format acceptable to DOM
- D.** Working with DOM to achieve access rates that meet DOM's needs
- E.** Providing security for the site that is agreeable to DOM with Licensor responsible for all necessary equipment and software related to security
- F.** Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99.99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4
- G.** Completing daily backups of the site
- H.** Notifying DOM at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption
- I.** Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense

- J. Participating with DOM in disaster recovery planning and testing based on a mutually agreed upon schedule
- K. Maintaining the confidentiality of the information entered
- L. Providing DOM access to all of the technical information concerning operation of the Eligibility System including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations
- M. Identifying any commercially available software, by vendor and version number, integrated into the Applications and describing the particular functionality of any software that is proprietary to the Licensor
- N. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond three percent (3%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less
- O. Providing 24x7x365 support of the site
- P. Providing redundant internet connections
- Q. Providing Transport Layer Security ("TLS") secure server support
- R. Maintaining sufficient bandwidth and server capacity to meet DOM's and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and
- S. Ensuring that all Licensee data remains within the continental United States
- T. Partitioning Licensee's data from other customer data so Licensee's access is not impaired due to e-discovery, seizure, or the like, and
- U. Ensuring that upon termination or expiration of this Agreement that transition from the Licensor to DOM or to a successor host will be accomplished at no expense to DOM.

3.3 In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide DOM thirty (30) days written notification of such revision or upgrade, and shall, upon request of DOM, furnish such revision or upgrade to DOM free of charge as part of the SaaS fees.

ARTICLE 4 SCOPE OF LICENSE AND RIGHT TO USE

4.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Applications over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the Initial Term of the Agreement and any subsequent renewal terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Applications and Services twenty-four (24) hours a day, seven (7) days a week, three

hundred and sixty-five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any enhancements or additional software products Licensee may procure from Licensor.

4.2 Licensor will provide Licensee storage space on and access to Licensor's Applications via the Internet and provide Internet access to the Applications and Cloud Services to the Active Users through Licensor's site ("SaaS Services").

4.3 In connection with the SaaS Services, Licensor will provide and maintain all Applications and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Services.

4.4 The Applications and Services will be accessible at least 99.99% of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the SaaS Services due to causes beyond the control of Licensor. In the event that DOM or an Active User is unable to achieve the 99.99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse DOM twenty-five percent (25%) of the monthly SaaS hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

4.5 Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's Services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

4.6 The use of the Services by Active Users will be governed solely by the terms and conditions of this Agreement.

4.7 Pursuant to 45 C.F.R. 95.617, Licensor agrees that:

(a) DOM shall have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with federal financial participation (FFP);

(b) The Federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation; and

(c) Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) or (b) of this section.

4.8 DOM acknowledges that Licensor retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with DOM, DOM shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. DOM agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by DOM through the Services.

ARTICLE 5 ACCEPTANCE

5.1 Licensor shall make the Applications and Documentation available through its Services pursuant to the delivery schedule mutually agreed to by the parties.

5.2 DOM shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Applications and Services to confirm that they perform without any defects and perform in accordance with the requirements of this Agreement. Licensor shall participate, as agreed upon by both parties, in the acceptance testing of the Applications and Services by providing technical staff at DOM's location to provide assistance in demonstrating all functions of the Applications and Services. Licensor's official representative must sign off on each Application and Service to ensure that the Applications and Services meet the functional and technical requirements. DOM shall immediately thereafter notify Licensor of any defects in the Applications or Services which must be corrected. Thereafter, unless both parties agree to extend this period, Licensor shall have ten (10) business days in which to repair the Service or repair or replace the defective Applications, all at Licensor's expense, and DOM shall have an additional thirty (30) calendar days to evaluate the Applications and Services. In the event Licensor is unable to repair the defect within this ten (10) day period, DOM may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT

6.1 The total compensation to be paid to the Licensor by DOM for all Applications, development, maintenance and SaaS Services, customizations, products, and performances under this Agreement shall not exceed the specified sum of **\$TOTAL AMOUNT**, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

6.2 Licensor shall submit invoices with the appropriate supporting documentation to DOM monthly for any month in which SaaS Services and/or other services are rendered. Licensor shall submit invoices and supporting documentation to DOM electronically during the term of this Agreement using the processes and procedures identified by the State. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by DOM within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that DOM is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using

Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

6.3 Acceptance by the Licensor of the last payment due from DOM under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 7 WARRANTY

7.1 Licensor represents and warrants that it has the right to license the Applications provided under this Agreement.

7.2 Licensor represents and warrants that the Applications provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 20220401 and Licensor's Proposal, as accepted by the State, in response thereto.

7.3 During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless DOM consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Application within the mutually agreed upon time frame after receipt of notice of the Defect, DOM shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

7.4 During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable

to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

7.5 Licensor represents and warrants that the Application shall not contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Applications and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

7.6 Licensor represents and warrants that it has tested and will test (not less than on a daily basis) the Applications using commercially reasonable methods to ensure that the Applications provided to DOM do not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including, but not limited to: viruses, trojan horses, or worms) that are designed to, or would enable Licensor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Licensor's system, or any other associated software, firmware, hardware, computer system or network, including DOM's applications and DOM's Content. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Licensor's expense, any and all damage done by the virus or such to DOM's applications and DOM's Content.

7.7 Licensor represents and warrants that the Eligibility System provided by the Licensor shall be reasonably expandable and scalable so DOM can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the Applications and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to DOM at no additional cost to DOM.

7.8 Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

7.9 Licensor represents and warrants that, to the extent applicable, it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. section 71-11-1, et seq.

7.10 Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software

support, Licensors shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

7.11 Licensors represents and warrants that no official or employee of Licensee or of DOM, and no other public official of the State of Mississippi 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 said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensors warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licensors also warrants that in the performance of this Agreement no person having any such known interests shall be employed by Licensors.

7.12 The Licensors represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensors, terminate the right of the Licensors to proceed under this Agreement if it is found, after notice and hearing by the DOM Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensors to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the DOM Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensors as it would pursue in the event of a breach of contract by the Licensors, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

7.13 Licensors will not knowingly (a) introduce into the Services any virus or other code, or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (b) use the Content for any purpose other than needed to provide the Services to DOM hereunder; or (c) otherwise act in a fraudulent, malicious or negligent manner when providing the Services.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

8.1 Licensors represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to DOM under this Agreement nor their use by DOM will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensors, at its own expense, shall defend or settle any and all infringement actions filed against Licensors or DOM which involve the Applications, Services or other items provided under

this Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against DOM provided that: (a) DOM notifies Licensor in writing of any such claim of which it has knowledge; (b) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) DOM cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Licensor. Further, in no event shall Licensor compromise or settle any such actions or negotiations without the prior written consent of DOM if such compromise or settlement would create an obligation or liability upon DOM or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for DOM the right to continue using such Applications or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent functionality, or upon failing to secure either such right at Licensor's reasonable expense, (c) issue a pro-rata refund to DOM for the fees previously paid by DOM for the infringing Applications and Services DOM may no longer use. Said refund shall be paid within ten (10) business days of notice to DOM to discontinue said use.

8.2 Licensor shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Applications or Service by DOM or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Licensor where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Application by DOM other than in accordance with this Agreement.

ARTICLE 9 DATA SECURITY

9.1 As part of the Services, Licensor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of DOM Content. Licensor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Agreement.

9.2 Prior to initiation of the Services under this Agreement and on an ongoing basis thereafter, DOM agrees to provide notice to Licensor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to DOM's industry and which could be imposed on Licensor as a result of provision of the Services. DOM will ensure that: (a) the transfer to Licensor and storage of any PHI or PII by Licensor is permitted under applicable data protection laws and regulations; and (b) DOM will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

9.3 Licensor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e., SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security,

Availability, Processing Integrity, Confidentiality and Privacy (i.e., SOC 2). Licensor's private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensor's private cloud is located shall undergo pertinent security examinations. Management access to Licensor's private cloud shall be limited to Licensor's authorized support staff and DOM's authorized staff. The Applications shall provide DOM with the ability to configure application security and logical access per DOM's business processes. In the event DOM identifies a security issue, DOM will notify Licensor.

9.4 At a minimum, Licensor's safeguards for the protection of PHI and PII shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Licensor or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensor's employees. Any and all subcontractors shall adhere to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

9.5 Licensor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Licensor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Agreement. DOM may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which DOM may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

9.6 At any time during the term of this Agreement at DOM's request or upon the termination or expiration of this Agreement for any reason, Licensor shall promptly return to DOM all copies, whether in written, electronic or other form or media, of PHI and PII in its possession, or securely dispose of all such copies, and certify in writing to DOM that such has been returned to DOM or disposed of securely. Licensor shall comply with all reasonable directions provided by DOM with respect to the return or disposal of PHI and PII.

9.7 Upon DOM's request, to confirm Licensor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants DOM or, upon DOM's election, a third party on DOM's behalf, permission to perform an assessment, audit, examination or review of all controls in Licensor's physical and/or technical environment in relation to all PHI or PII being handled and/or services being provided to DOM pursuant to this Agreement. Licensor

shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PHI or PII for DOM pursuant to this Agreement.

9.8 It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Licensor shall make the reports available to DOM for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Licensor's management and resolved, at Licensor's sole expense, within thirty (30) calendar days of the audit.

9.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: All activities under this Agreement regarding the exchange of information and data between DOM and Licensor shall be performed in accordance with any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the Parties and all applicable federal and/or State of Mississippi 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 XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009) and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the Parties 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 notify the other party without unreasonable delay and at least five (5) days in advance of any disclosure and thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the Parties. The provision herein shall survive the termination of this Agreement 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 Agreement on behalf of, or under, the rights of the Parties following termination.

ARTICLE 10 EMPLOYMENT STATUS

10.1 Licensor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

10.2 Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

10.3 Any person assigned by Licensor to perform the Services hereunder shall be the employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

10.4 Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

ARTICLE 11 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations shall be covered by Licensor's comprehensive general liability insurance policy.

ARTICLE 12 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary. In the event that a Change Request is determined to require a modification to the contract, the Vendor shall have sixty (60) days to submit a Statement of Work with pricing to the agency for review and approval. In the event changes are needed to the Statement of Work, the Vendor shall have thirty (30) days to remediate and submit a revised Statement of Work and pricing.

ARTICLE 13 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

13.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

13.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

13.3 Licensor must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

13.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

13.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 14 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Licensee 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 for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Agreement, Licensee shall have the right to immediately terminate this Agreement, in

whole or in part, without damage, penalty, cost or expense to Licensee of any kind whatsoever, except for payment for work completed by Licensor and accepted by Licensee prior to termination. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 15 TERMINATION

15.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) Licensee may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Licensee may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

15.2 In the event Licensee terminates this Agreement, Licensor shall be paid for Services rendered by Licensor and accepted by Licensee prior to the termination. Further, upon termination of this Agreement, Licensor shall refund to Licensee any and all applicable unexpended prorated annual SaaS fees previously paid by Licensee.

ARTICLE 16 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, excluding its conflict of law's provisions, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

ARTICLE 17 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

ARTICLE 18 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 19 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 20 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, DOM and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 21 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation, or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 22 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. Licensee's address for notice is Jennifer Wentworth, Deputy Administrator, Office of Finance, Mississippi Division of Medicaid, 550 High Street, Jackson, Mississippi 39201. The Licensor's address for notice is **VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 23 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, DOM, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for six (6) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the six (6) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the six (6) year period, the records shall be retained until resolution.

ARTICLE 24 INSPECTIONS

Licensor agrees that representatives of Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General (OIG), the Comptroller General of the U.S. Government Accountability Office (GAO), the Mississippi Office of the State Auditor (OSA), DOM and their authorized representatives shall have the right at all reasonable times to enter onto the Licensor's premises, or such other places where duties under this Agreement are being performed to inspect, monitor, or otherwise evaluate (including period systems testing) the work being performed as well as Licensor's books and records pertaining to the extent and cost of services furnished to DOM or eligible recipients. The Licensor shall provide access to all facilities and assistance for DOM and OSA representatives. The Licensor shall cooperate fully with the requests from any of the agencies listed above and shall furnish, free of charge, copies of all requested records. All inspections and evaluations shall be performed in such a manner as to not unduly delay work. Refusal by the Licensor to allow access to all documents, papers, letters, or other materials shall constitute a breach of contract. All audits performed by persons other than DOM staff will be coordinated through DOM.

ARTICLE 25 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 26 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of DOM or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished

to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 27 COMPLIANCE WITH LAWS

27.1 Licensors shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

27.2 The parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. DOM will provide third party notice to Licensor of any requests received by DOM for documents marked confidential in Licensor's response to an RFP so as to allow Licensor the opportunity to protect the information by court order as outlined in DOM Public Records Procedures.

27.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 28 CONFLICT OF INTEREST

Licensor shall notify Licensee of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate this Agreement.

ARTICLE 29 SOVEREIGN IMMUNITY

By entering into this Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 30 CONFIDENTIAL INFORMATION

30.1 Licensor shall treat all Licensee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensor shall promptly inform Licensee without unreasonable

delay and at least five (5) days in advance of any disclosure so that Licensee may take appropriate steps to address the disclosure, if needed, and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Licenser and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licenser following any termination or completion of this Agreement.

30.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licenser. DOM will provide third party notice to Licenser of any requests received by DOM for any such confidential exhibits so as to allow Licenser the opportunity to protect the information by court order as outlined in DOM Public Records Procedures.

ARTICLE 31 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licenser on the basis of draftsmanship or preparation hereof.

ARTICLE 32 NON-SOLICITATION OF EMPLOYEES

Licenser agrees not to employ or to solicit for employment, directly or indirectly, any of Licensee's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by Licensee and the Licenser and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 33 ENTIRE AGREEMENT

33.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The RFP No. 4283 and Licenser's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

33.2 The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. This Agreement signed by the parties hereto

- B.** Any exhibits attached to this Agreement
- C.** RFP No. 20220401 and written addenda
- D.** Licensors' Proposal, as accepted by the State, in response to the RFP

33.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensors' Proposal").

ARTICLE 34 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 35 SURVIVAL

Articles 7, 8, 16, 20, 24, 29, 30, 32, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 36 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 37 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

ARTICLE 38 AUTHORITY TO CONTRACT

Licensor 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.

ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must allow Licensee to be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor 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.

ARTICLE 40 COMPLIANCE WITH ENTERPRISE CLOUD AND OFFSITE HOSTING SECURITY

If applicable, Licensor and Licensee understand and agree that all products and services provided by the Licensor under this Agreement must allow Licensee to be and remain in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The parties understand and agree that the State's Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution and augments the Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor 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.

ARTICLE 41 SOFTWARE SUPPORT AND MAINTENANCE

As part of the maintenance services, Licensor will maintain the Applications and Services in an operable condition according to the specifications contained in the technical manuals and as outlined in the RFP and Licensor's Proposal in response thereto. Licensor shall provide Licensee with enhancements to the Applications as they are made generally available from time to time.

Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Applications and Service twenty-four (24) hours a day, seven (7) days a week.

Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed in Exhibit B Liquidated Damages and Performance Standards.

ARTICLE 42 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

ARTICLE 43 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>.

ARTICLE 44 LIQUIDATED DAMAGES

The liquidated damages and performance standards are set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

ARTICLE 45 RETAINAGE

To secure the Licensor's performance under this Agreement, the Licensor agrees the Licensee shall hold back as retainage fifteen percent (15%) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Licensee.

ARTICLE 46 PERSONNEL ASSIGNMENT GUARANTEE

Licensor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Licensor

and are not replaced by Licensor pursuant to the third paragraph of the Article herein titled "Employment Status". Licensor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Licensor to so provide these persons shall entitle the State to terminate this Agreement for cause. Licensor agrees to pay the Licensee fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Licensor's employment or replacement by Licensor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Licensor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Licensor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Licensee within thirty calendar days or within such other mutually agreed upon period of time, or the Licensee may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days' notice. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel, and shall be subject to the prior written approval of the Licensee. The Licensor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Licensee. In the event of Licensor personnel loss or redirection, the services performed by the Licensor shall be uninterrupted and the Licensor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 47 CHANGE ORDER RATE AND PROCEDURE

47.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Licensor except by the express written approval of the State. The Licensor shall be obligated to perform all changes requested by the Licensee, which have no price or schedule effect.

47.2 The Licensor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Licensor shall be obligated to execute such a change order; and if no such change order is executed, the Licensor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

47.3 With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the

performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

47.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Licensor to complete the work required by that change order. Any vendor-included terms or conditions within the Change Order or associated documents and/or attachments that conflict with the terms and conditions of this Agreement or requirements of the RFP or in any way limit the rights or remedies of the State shall be removed at the sole discretion of DOM. The project work plan will be revised as necessary.

47.5 The Licensor will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

47.6 In the event the Licensor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Licensor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

47.7 The Licensee shall promptly review all revised project work plans submitted under this Agreement and shall notify the Licensor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Licensor. If the Licensee fails to respond in such time period or any extension thereof, the Licensee shall be deemed to have approved the revised project work plan.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Mississippi Division of Medicaid

VENDOR NAME

By: _____

By: _____

Drew Snyder

Printed Name: _____

Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT B

LIQUIDATED DAMAGES & PERFORMANCE STANDARDS

Liquidated Damages

The Licensor agrees to the importance of this Agreement and the performance standards agreed to herein. For any failure by the Licensor to meet any contract requirement, performance standard, project task, project deliverable date or timeframes specified in any section of the Agreement or mutually agreed upon project work plan, damage shall be sustained by the DOM, and it may be impractical and extremely difficult to ascertain and determine the actual damages which the DOM will sustain by reason of such failure. It is therefore agreed that the DOM, at its sole option, may require the Licensor to pay liquidated damages in the amount specified below per occurrence, per business day, per hour, per file, per task, per deliverable, performance standard or timeframe for each and every business/settlement day thereafter until such task, deliverable or performance standard is completed and accepted by the DOM.

DOM will provide Licensor with written notices of its intent to assess liquidated damages. Liquidated damages shall not apply to the extent they are caused, excluded, excused, or induced either by the State or by force majeure events. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the State may have under this Agreement for Licensor's breach of the Agreement, including without limitation, the State's right to terminate the Agreement. The State may recover actual damages in excess of the liquidated damages. Any assessment of liquidated damages, however, shall be credited to any subsequent assessment of actual damages for the same event. Liquidated damages due to the State from the Contractor hereunder may be deducted from monies due or to become due to Licensor in connection with this Agreement.

Service Level Agreements

- **System Availability: All Licensor and All Components:** The Licensor proposed solution, including all MPI instances, shall operate 24 hours per day, and support a 99.99% uptime per month, and is subject to a up to a \$5,000 penalty for each 15-minute occurrence of downtime outside of the 99.99% uptime requirement. Uptime shall be calculated by the following formula:
 - $24 \text{ hours per day} \times 7 \text{ days a week} \times 52 \text{ weeks per year} = \text{Total hours per year.}$
 - $\text{Total hours per year} \times .0001 = \text{Allowed unscheduled downtime per year.}$
- **Scheduled Downtime:** Agreed upon and scheduled downtime shall occur only between 1 a.m. and 4 a.m. Central Time, and only with prior, written approval from the State 48 hours in advance. The Licensor shall be assessed a penalty of \$5,000 per instance of a failure to notify the State in writing 48 hours in advance of a scheduled downtime. Solution downtime outside of the allowable downtime period shall be categorized as unscheduled downtime and is subject to a \$10,000 penalty for each occurrence.
- **Transaction Timeliness:** User interface (GUI) components of all MPI instances shall support a two (2) second or less average response time for selected processes measured daily. Averages exceeding three seconds will be considered an outage and the Licensor shall be assessed damages of \$2,500 per day. Selected processes include:

- End-user login
- Single patient/person query and return results
- Standard report generation (Note: some reports, including the analytics and population health reports and queries, may take longer than the required two (2) seconds to generate, and if so, please note in your response what reports these are, what data sets and size are typically included, and the estimated performance for generating these reports)
- Licensor shall host the proposed solution in a United States-based Tier 2 data center or better, with written approval from the State on any change in the selection of the data center, data center Vendor, and location. The State reserves the right to physically audit (by State or State contracted personnel) the data center the proposed solution is hosted in and the DR site. By the first 90 days after contract execution and on every August 30th thereafter, the Licensor must provide the State with an annual data center report, specifying their Tier Certification of Constructed Facility rating or TIA-942 Data Center Standard Rating, specifying the Tier rating of their facility and specifying what certifications have been awarded to the facility, including but not limited to LEED, SSAE 16, HIPAA, etc. Failure to provide an annual report is subject to a penalty of up to \$50,000 per month until the report is completed and provided to the State.
- Data center-provided servers and network switching equipment used to host the proposed solution shall be no more than three (3) years old, and hardware shall be regularly scheduled for an equipment refresh every three (3) years. Failure to refresh this hardware at least every three (3) years and to notify the State in writing as to this refresh is subject to a penalty of up to \$50,000 per month until the refresh is complete, and the State is notified.
- Data center where all instances are hosted shall have system intrusion detection, firewalls and firewall policies for cloud servers, regular OS security patches, the most current antivirus software installed, and follow hosting / data center best practices. Upon contract execution, and every quarter thereafter, the Licensor shall provide the State a quarterly report detailing how the Licensor and data center are adhering to these requirements. Failure to provide an annual report is subject to a penalty of up to \$50,000 per month until the report is completed and provided to the State.
- Licensor shall have a failover process and documented failover plan that shall be provided to the State for approval upon system go live. Failure to provide the failover plan may result in a penalty of up to \$50,000 per month until the report is completed and provided to the State.
- Licensor shall have a Disaster Recovery (DR) plan approved by the State upon system go live, including a separate DR site with a separate physical location from the primary hosting site. Upon each anniversary of contract execution, the Licensor shall provide documentation that the DR environmental test has been conducted within the past year and shall provide written results to the State. The written results shall include any remediation and the accompanying remediation schedule necessary to correct any failures or findings that were identified as a result of the DR test. Failure to provide the results to the State on an annual basis is subject to a penalty of up to \$50,000 per month until the report is completed and provided to the State.

- Licensors shall execute the DR plan immediately upon notification of a Disaster (as outlined in the DR plan). Upon execution of the DR plan, the proposed solution and data shall return to at least 70% performance status of the production status. Failure to provide at least 70% performance status of the production status is subject to a penalty of up to \$50,000 per month until at least 70% performance status is complete, and documentation is provided to the State.
- Licensors shall support a zero Recovery Point Objective (RPO). Failure to provide zero RPO is subject to a penalty of up to \$50,000 per month until a zero RPO is completed, and documentation is provided to the State.
- Licensors and all subcontractors shall adhere to the appropriate SLAs. Any and all subcontractor non-performance and delays are the responsibility of the prime Licensors, and all penalties will be assessed to the prime Licensors.
- Failure for the Licensors or subcontractors to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA) (\$2,500 per occurrence). An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.
- If the Licensors or subcontractors fail to notify the State of a breach (potential or otherwise) both in writing and by telephone within 24 hours of discovery, the Licensors shall be assessed damages of up to \$25,000 per calendar day until the State is properly notified. The Licensors shall pay the costs for notification of any breach, as well as for credit monitoring for all persons whose data is breached for the term of one year.
- Reporting Requirements: Licensors shall provide a monthly report to the State by the seventh business day of the following month. Failure to provide the monthly report by the seventh working day of the following month, the Licensors shall be assessed a penalty of \$2,500 per calendar day until the report is delivered, including:
 - SLA performance metrics by instance
 - Internal monitoring, including metrics and tools used
 - Incidents and/or problems incurred per defined SLAs
 - Help desk statistics including contacts by users, State staff and beneficiaries, tickets generated and closed by severity, who reported the issue, by instance, escalations, problem resolution rates, opt-in and opt out requests and those that were processed
 - Total ticket volume with aging by severity, tickets opened and closed during the last period, by support, maintenance, and upgrades
 - Monthly hardware statistics and monitoring reports
 - Other metrics to be defined by the State in coordination with the Licensors

- Should the Licensors have more than 50 outstanding service-related Help Desk tickets, the Licensors are subject to a penalty of up to \$2,500.00 per calendar day.
- Failure by any Licensors to meet mutually agreed upon deliverables and/or milestones by the due date or as otherwise required, may result in a penalty of up to \$2,500.00 per instance, per calendar day that the deliverable or milestone remains late or deficient.
- Failure by any Licensors to maintain staffing levels, including the number and qualifications of staff, and provision of key positions that are outlined in this contract, is subject to a penalty of up to \$5,000.00 per instance, per calendar day.
- Any other failure of any Licensors that DOM determines constitutes substantial non-compliance with any material term of the Contract not specifically enumerated herein, may result in a penalty of up to up to \$10,000.00 per instance, per calendar day.
- Failure by the Licensors to obtain approval in writing by the Division of Medicaid and/or the Mississippi Department of Human Services for publishing material requiring DOM approval is subject to a penalty of up to \$5,000 per instance, per calendar day.
- Unauthorized use of DOM or MDHS' name, brand, or likeness in violation of this contract (\$1,000 per occurrence). An occurrence means each unauthorized use.
- Failure of the Licensors to comply with close out and turnover requirements may result in the assessment of damages of up to \$20,000.00 per calendar day that, if imposed, shall be deducted from the final payment to be made to Licensors.
- Unauthorized utilization of any data, in violation of the requirements listed herein (\$10,000 per occurrence). An occurrence means each unauthorized use, regardless of the number of persons or Trading Partners involved.
- Failure to meet the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as amended (between \$1,000 and \$100,000 per incident, per calendar day). An incident means, with respect to protected health information (PHI), (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration or other event in which PHI cannot be accounted for.
- Any other failure of the Licensors that DOM determines constitutes substantial non-compliance with any material term of the contract and/or not specifically enumerated herein (between \$1,000 and \$100,000 for each failure per incident, per calendar day).
- The Licensors shall publish on their public website any actual or liquidated damages approved by DOM within fifteen (15) business days of notice of DOM approval and maintain the document on the site through the contract term.

- If an SLA measurement yields an SLA credit, the Licensor shall conduct a root cause analysis (RCA). Such root cause analysis shall be provided to DOM within five (5) business days of the SLA trigger event for DOM review and acceptance.
- Operational: All instances and the proposed solution shall adhere to the following table for SLAs and associated penalties (credit to DOM):
 - Incident/Problem Resolution Time is calculated from the time an incident/problem is reported, until the problem has been identified as resolved. It is not calculated from when it is entered into a Help Desk ticketing tool.
 - The Help Desk must be staffed appropriately to allow incidents/problems to be entered into the tool while on call with State staff and persons or if received via email within 30 minutes. Each instance of a delay to incident/problem entry, the State may assess a \$500 SLA credit to the State.

SLA Name	Definition	Resolution Time
Incident/Problem Resolution Time – Critical	Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.	98% Resolved in less than 4 hours
Incident/Problem Resolution Time – High	Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.	98% Resolved in less than 24 hours
Incident/Problem Resolution Time – Medium	Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.	98% Resolved in less than 72 hours
Incident/Problem Resolution Time – Low	Application or personal procedure unusable, where a workaround is available, or a repair is possible.	98% Resolved in less than 72 hours

- For each incident/problem that does not meet the resolution timeframes above, there shall be an SLA credit to the State in the amount of \$8,000. This and progress to other metrics shall be included in the monthly SLA reporting.
- Disaster Recovery timeframes: In the event of a declared disaster the recovery time objective is forty-eight (48) hours. The system should be fully operational and available.

- The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 50% credit at the lowest level).
 - Greater than 48 hours: \$16,000 SLA Credit to State
 - Greater than 72 hours: Additional \$45,000 SLA Credit to State
 - Greater than 96 hours: Additional \$75,000 SLA Credit to State, meaning all three figures above would be credited.
- The SLAs set forth herein shall be in effect beginning with the commencement of monthly services. The Licensor(s) shall be responsible for complying with all performance measurements and ensure compliance by all subcontractors.
 - Beginning on the SLA activation date, any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the monthly fees.
- Liquidated Damages and Corrective Action Plans
 - DOM may require corrective action if any deliverable, report, SLA, or the like should indicate that the Licensor is not in compliance with any provision of this Contract. DOM may also require the modification of any policies or procedures of the Licensor relating to the fulfillment of its obligations pursuant to this Contract. DOM may issue a deficiency notice and may require a corrective action plan be filed within fifteen (15) calendar days following the date of the notice. A corrective action plan shall delineate the time and way each deficiency is to be corrected. The corrective action plan shall be subject to approval by DOM, which may accept it as submitted, accept it with specified modifications, or reject it. DOM may extend or reduce the time frame for corrective action depending on the nature of the deficiency and shall be entitled to exercise any other right or remedy available to it, whether it issues a deficiency notice or provides Licensor with the opportunity to take corrective action.
 - Because performance failures by the Licensor may cause DOM to incur additional administrative costs that are difficult to compute, DOM may assess liquidated damages against the Licensor pursuant to this section and deduct the amount of the damages from any payments due the Licensor. DOM, at its sole discretion, may establish an installment deduction plan for 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 Licensor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM shall give written notice to the Licensor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Licensor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM's determination. DOM may assess damages for specific performance failures set forth below. DOM may assess higher liquidated damages amounts when the Licensor consistently fails to meet specific performance standards and the deficient performance has not been corrected.
 - Assessment of actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or State and Federal law. If liquidated damages are known to be insufficient, then DOM has the right to pursue actual damages.

- o Failure to timely submit a DOM approved Corrective Action Plan (CAP), DOM may assess liquidated damages of up to \$2,500 per business day until the CAP is submitted.
- o Failure to successfully carry out a DOM approved CAP within the time frames outlined in the CAP, DOM may assess up to \$5,000 per business day until the CAP is completed.
- o In the event of repeated violations of a single SLA measure or multiple failures across SLA measures over two consecutive months, the State reserves the right to renegotiate SLA measures and/or escalate the applicable reductions by 50% of the stated liquidated damages after non-responsiveness. Repeated violations may be grounds for Termination for Cause.

EXHIBIT C

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific

material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized

Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

SAFEGUARDING AND REPORTING RESPONSIBILITIES

FOR PERSONALLY IDENTIFIABLE INFORMATION (PII)

The State agency's employees, contractors, and agents who access, use, or disclose Social Security Administration (SSA) data in a manner or purpose not authorized by the Agreement may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The State agency will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing the Agreement, and thereafter at SSA's request, the State agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

Contractors of the State agency must adhere to the same security requirements as employees of the State agency. The State agency is responsible for the oversight of its contractors and the contractor's compliance with the security requirements. The State agency must enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties. Such contractors or agents agree to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within the State agency's agreement with SSA.

The State agency must provide proof of the contractual agreement with all contractors and agents who encounter SSA-provided information as part of their duties. If the contractor processes, handles, or transmits information provided to the state agency by SSA or has authority to perform on the State agency's behalf, the State agency should clearly state the specific roles and functions of the contractor within the agreement. The State agency will provide SSA written certification that the contractor is meeting the terms of the agreement, including SSA security requirements. The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to SSA-provided information.

The State agency must also require that contractors and agents who will process, handle, or transmit information provided to the State agency by SSA to include language in their signed agreement that obligates the contractor to follow the terms of the State agency's data exchange agreement with SSA. The State agency must also make certain that the contractor and agent's employees receive the same security awareness training as the State agency's employees. The State agency, the contractor, and the agent should maintain awareness-training records for their employees and require the same mandatory annual certification procedures.

SSA requires the State agency to subject the contractor to ongoing security compliance reviews that must meet SSA standards. The State agency will conduct compliance reviews at least triennially commencing no later than three years after the approved initial security certification to SSA. The State agencies will provide SSA with documentation of their recurring compliance reviews of their contractors and agents. The State agencies will provide the documentation to SSA during their scheduled compliance and certification reviews or upon SSA's request.

If the State agency's contractor will be involved with the processing, handling, or transmission of information provided to the EIEP by SSA offsite from the EIEP, the EIEP must have the contractual option to perform onsite reviews of that offsite facility to ensure that the following meet SSA's requirements:

- a. safeguards for sensitive information,
- b. technological safeguards on computer(s) that have access to SSA-provided information,
- c. security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and redisclosure of SSA-provided information, and
- d. continuous monitoring of the EIEP contractors or agent's network infrastructures and assets.

ATTACHMENT A
DOM BUSINESS ASSOCIATE AGREEMENT (BAA)

The DOM BAA will be executed between DOM and the Awarded Vendor.

Proposing Vendors may review the DOM Business Associate Agreement (BAA) on the DOM Website: <https://medicaid.ms.gov/wp-content/uploads/2021/02/Business-Associate-Agreement.pdf>.

ATTACHMENT B DOM DATA USE AGREEMENT (DUA)

The DOM DUA will be executed between DOM and the Awarded Vendor.

Proposing vendors may review the DOM Data Use Agreement (DUA) from the DOM Website:
<https://medicaid.ms.gov/wp-content/uploads/2015/01/Data-Use-Agreement.pdf>.

ATTACHMENT C
THE HOPE ACT

A copy of The Hope Act can be found at [HB 1090 - History of Actions/Background \(state.ms.us\)](#).

ATTACHMENT D

Additional Change Requests Statement of Work

The following change requests are currently in the queue for the incumbent vendor to work but may be delayed or not completed due to schedule or other constraints. DOM wishes to complete these change requests so the system will be more efficient and provide the users a better experience. The actual work to be done will be determined thirty (30) days prior to the end of the Takeover Phase.

- 1) Takeover operations and maintenance to support the document storage system, currently WorkSite.
- 2) Integrate a scanning solution that will enable staff to scan paper documents to case files stored in WorkSite.
- 3) Provide operations staff to “back scan” the existing paper case record data into the electronic case files.
- 4) Develop a New MEDS system training manual.
- 5) Create a New MEDS Eligibility Reporting Dashboard (NERD).
- 6) Establish a standalone copy of the New MEDS SysDoc.
- 7) Conduct a caseload management workflow and efficiency analysis with improvement recommendations.

ATTACHMENT E
Mandatory Letter of Intent

Support and Hosting of the Medicaid Eligibility System

RFP# 20220401 / RFx#3180001630

Office of the Governor – Division of Medicaid

The Vendor must submit this document, via email in PDF format, no later than 2:00 p.m. Central Standard Time, Wednesday, April 27, 2022, to this email address: itprocurement@medicaid.ms.gov. The Vendor bears all risk of delivery and all responsibility for submitting the Letter of Intent timely. Failure to timely submit the Letter of Intent will disqualify the Vendor from participating in this RFP.

Name of Vendor:

Address of Vendor:

Primary Contact for Vendor (Name, title, phone number, and email address):

Email to be used by the Vendor for submission of proposal to SharePoint site:

By submitting this Letter of Intent, the Vendor acknowledges the following:

- The Vendor must abide by rules stated in the RFP, and any other federal or state rules applying to this procurement.
- The Vendor understands that submitting this Letter of Intent does not obligate it to submit a Proposal.
- If the Vendor does submit a proposal, the Vendor will follow the format required within the RFP.
- The Vendor understands that the proposals must be submitted via SharePoint no later than Monday, June 6, 2022, at 2:00 p.m. Central Standard Time. The Vendor understands that it bears all risks of timely delivery. The Vendor understands that failure to timely submit its Proposal will disqualify the Vendor from participating in this RFP.

Printed Name and Title of person submitting Letter of Intent for Vendor

Signature

Date