

 MISSISSIPPI DIVISION OF MEDICAID	Request for Proposal
	RFP # 20260731/ RFx # 3160008164
	External Quality Review Organization (EQRO) Services

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Issue Date: July 31, 2026

RFP PROCESS DESCRIPTION	ANTICIPATED DUE DATE
Questions Due Submit all questions using the designated Q&A form, per RFP instructions. Responses will be published as an RFP amendment to ensure all potential Offerors have access to the same information.	August 18, 2026 2:00 PM, CT
SharePoint Access Request Offerors must submit the required information on the attached form to obtain access to the secure file share.	September 9, 2026 2:00 PM, CT
Proposal Submission Deadline Proposals shall be submitted in accordance with the RFP submission instructions prior to the time and date indicated here, or as may be amended through an RFP Amendment	September 18, 2026 2:00 PM, CT

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

DOM WELCOMES PARTICIPATION OF MINORITY BUSINESSES

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1.0 PROCUREMENT OVERVIEW

1.1 Purpose

The Mississippi Division of Medicaid (DOM) is seeking to contract with a qualified and responsible Offeror to conduct External Quality Review (EQR) activities in compliance with applicable federal regulations. These activities are intended to support the Mississippi Coordinated Access Network (MississippiCAN) and the Mississippi Children's Health Insurance Program (CHIP). The selected External Quality Review Organization (EQRO) will be responsible for analyzing and evaluating aggregated data concerning the quality, timeliness, and accessibility of services covered under Medicaid and CHIP, as delivered by Managed Care Organizations (MCOs).

Pursuant to 42 CFR § 438.350, as amended, each state's Medicaid managed care program must undergo an annual external quality evaluation by an EQRO to identify performance improvement opportunities and assess progress over time. This review must be conducted by an independent entity that meets the qualifications set forth under 42 CFR Part 438, Subpart E, and must utilize information obtained through EQR activities consistent with federally approved protocols.

The Centers for Medicare and Medicaid Services (CMS) have established detailed protocols to guide EQROs in the execution of both mandatory and optional review activities. Mandatory EQR activities are federally required evaluations that state Medicaid agencies must conduct annually on their contracted Managed Care Organizations (MCOs), while Optional EQR activities are additional oversight evaluations that state Medicaid agencies can choose to have an External Quality Review Organization (EQRO) conduct. Offerors must demonstrate a thorough understanding of these federal regulations and protocols, including the most recent CMS guidance titled *Monitoring Medicaid Managed Care Organizations (MCOs) and Prepaid Inpatient Health Plans (PIHPs): A Protocol for Determining Compliance with Medicaid Managed Care Proposed Regulations at 42 CFR Part 400, 430, et al.*, as amended.

Any contract awarded pursuant to this Request for Proposal (RFP) will be contingent upon approval by the Public Procurement Review Board (PPRB). In the event that PPRB approval is not obtained, the contract shall be deemed null and void, and no compensation will be paid.

1.2 Authority

1.2.1 Legal and Regulatory Mandate

This Request for Proposal (RFP) is issued under the authority of **Title XIX and Title XXI of the Social Security Act**, as amended, and its implementing federal regulations. As the single state agency designated to administer Medicaid and CHIP programs, the **Mississippi Division of Medicaid (DOM)** is authorized under the **Mississippi Code of**

1972, as amended, to procure services necessary to ensure compliance with federal managed care oversight and quality assurance requirements.

In accordance with Section 1902(a)(30)(A) of the Social Security Act, DOM maintains procedures to safeguard against unnecessary utilization of care and to ensure efficiency, economy, and quality of care across its programs.

1.2.2 External Quality Review (EQR) Requirements

Pursuant to 42 CFR § 438.350 and Section 1932(c)(2) of the Social Security Act, DOM is required to contract with an independent External Quality Review Organization (EQRO) to perform annual external quality reviews of managed care organizations (MCOs). These reviews assess the quality, timeliness, and accessibility of services to support the State in monitoring and improving managed care program performance.

The EQR program shall be managed in full compliance with state and federal standards, including:

- 42 CFR Part 438, Subpart E: Governing EQR requirements for Medicaid managed care.
- 42 CFR §§ 438.350, 438.354, 438.358, 438.360, and 438.364: Establishing standards for independence and mandatory/optional EQR activities.
- 42 CFR § 457.1250: Incorporating EQR requirements for the Children's Health Insurance Program (CHIP).
- Mississippi Administrative Code: Title 23, Part 100.

1.2.3 Programs Subject to Oversight

DOM operates the following managed care programs subject to EQR oversight:

- MississippiCAN: A coordinated care program for eligible Medicaid beneficiaries, currently served by three (3) Managed Care Organizations (MCOs).
- CHIP: The State's Children's Health Insurance Program, administered by DOM and currently served by the same three (3) MCOs listed above.

1.2.4 Contractor Compliance and Standards

DOM is conducting this procurement to secure an EQRO that meets all federal qualifications and independence standards. The selected Contractor shall perform required and optional EQR activities in accordance with:

- Federal regulations and the most current or superseding guidance issued by the CMS;
- All applicable state laws and regulations and State Plan Amendments (SPAs); and
- The specific requirements and standards outlined in this RFP.

Submission of a proposal constitutes the Offeror's acknowledgment of these authorities. The selected Contractor must comply with all such requirements as a condition of contract award and performance. DOM reserves the right to interpret and apply these authorities in the best interest of the State.

1.3 Organizations Eligible to Submit Proposals

1.3.1 Minimum Qualifications

Offerors must certify that they meet the following minimum qualification requirements:

1. Must have a minimum of three (3) years of experience within the last five (5) years conducting External Quality Review (EQR) activities, or substantially similar quality oversight activities, for Medicaid and/or CHIP managed care programs. For purposes of this solicitation, substantially similar quality oversight activities are those performed under contract with a state Medicaid agency or other governmental entity and must include quality oversight of risk-based Medicaid and/or CHIP managed care programs that align with one or more External Quality Review (EQR) activities described in 42 CFR Part 438, Subpart E, including validation of performance improvement projects, performance measure validation, compliance reviews, or quality systems assessments. Such experience must have involved oversight of at least one (1) Medicaid and/or CHIP managed care organization (MCO) operating under a risk-based managed care delivery system and serving a comparable Medicaid and/or CHIP population. *(Offeror's submission of References (Section 5.3.5.(2)) shall satisfy this eligibility requirement)*
2. Must meet all requirements to serve as an External Quality Review Organization (EQRO) as defined in 42 CFR Part 438, Subpart E, including independence standards (at minimum the EQRO cannot be the state agency, a managed care plan, or a competitor of a plan it is reviewing). *(Offeror's response to this statement in the Transmittal Letter (Section 5.3.1) shall satisfy this eligibility requirement)*
3. The Offeror has the capacity to fulfill all required components and deliverables as outlined in the Scope of Services. *(Offeror's response to this statement in the Transmittal Letter (Section 5.3.1) shall satisfy this eligibility requirement)*

1.4 Request for Reconsideration of the Terms of the Submission

Prospective Offerors are hereby informed that they may request reconsideration of the terms outlined in this solicitation. The procedures and requirements for submitting such a request are detailed in Section 6.5.4 of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*.

1.5 Procurement Timetable

The following schedule represents DOM's anticipated timeline for the RFP and procurement process. Please note that DOM reserves the right to modify the Procurement Timetable at its discretion.

Procurement Timetable		
Date	Time	Process
7/31/2026		Request for Proposal (RFP) Release
8/18/2026	2:00 p.m. CT	Deadline for Written Questions
9/3/2026	5:00 p.m. CT	Anticipated Date of Response to Questions Posted
9/9/2026	2:00 p.m. CT	SharePoint Access Request Deadline
9/18/2026	2:00 p.m. CT	Proposal Submission Deadline
10/22/2026		Anticipated Date of Notice of Intent to Award
12/2/2026		Public Procurement Review Board Meeting (Proposed)
12/3/2026		Operational Period

1.6 Pre-Submission Requirements

1.6.1 RFP Questions and Answers

Potential offerors may submit multiple questions related to this RFP no later than **Tuesday, August 18, 2026, by 2:00 p.m. CT**, using the designated Question-and-Answer template available at: <https://medicaid.ms.gov/resources/procurement>

All questions must be submitted using the required template and emailed to: procurement@medicaid.ms.gov.

Subject Line: ***EQRO – Questions***

The Offeror bears all risks and responsibility for ensuring timely delivery. Questions received after the deadline and Questions submitted by Offerors who do not submit a timely Mandatory Letter of Intent will not be addressed by the DOM.

DOM anticipates that the written answers will be available on or about **Thursday, September 3, 2026, by 5:00 p.m. CT**, via DOM's procurement website:

<https://medicaid.ms.gov/resources/procurement/>

and the Mississippi Contract/Procurement Opportunity Search portal website:

[https://www.ms.gov/dfa/contract bid search/Bid?autoloadGrid=False](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False)

The Division of Medicaid (DOM) will compile a register of all questions received, presented exactly as submitted, along with the corresponding responses. This register will be issued as an official Amendment to the Request for Proposal (RFP). DOM's responses will be considered formal amendments to the RFP and will require acknowledgment by all Offerors.

All written responses provided by DOM are binding. The complete set of questions and answers will be included as an attachment to the final executed contract.

1.6.2 Receipt of Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to the RFP, in writing, by signing and returning as part of the proposal submission following the format as described in the Proposal Submission Format (**Section 5.1**). This includes receipt of the Question-and-Answer Document. Each Offeror shall submit a written acknowledgement of every amendment to DOM with the proposal submission.

1.6.3 Proposal Submission Method and Access Requirements

Proposals for this solicitation must be submitted electronically via DOM's secure SharePoint platform. No physical, emailed, or faxed proposals will be accepted.

To gain access to DOM's SharePoint site for proposal submission, the Offeror must complete the **SharePoint Access Request Form (Attachment L)** and submit it via email to procurement@medicaid.ms.gov, with the subject line:

EQRO 2026 – SharePoint Access Request

Within the request form, the Offeror may provide **email addresses for up to two (2) designated individuals** responsible for uploading the proposal. Please ensure that email addresses are clearly typed or printed to ensure legibility. **Shared email addresses are not permitted; they must be individual email accounts.**

The SharePoint Access Request form must be received no later than **Wednesday, September 9, 2026, by 2:00 p.m. CT**, and must be signed by an individual authorized to commit the Offeror to the proposed work. Submitting a SharePoint Access Request form does not obligate an Offeror to submit a proposal. However, proposals will **not** be accepted from vendors who fail to submit their designated upload contacts by the SharePoint Access Request deadline.

Offerors are solely responsible for ensuring timely delivery of the Access Request Form and assume all associated risks of delivery. To ensure timely technical support before proposal upload, any assistance with SharePoint access or submission must be requested no later than **two (2) business days before** the proposal's due date.

1.7 Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

1.8 Type of Contract

The resulting contract will be a firm, fixed-rate agreement. Compensation will be based on a set rate that will not be adjusted, regardless of changes in the Contractor's costs to perform the specified services.

1.9 Written Proposals

All proposals shall be submitted in writing.

1.10 Accuracy of Statistical Data

When applicable, any statistical data provided by the Division of Medicaid (DOM) in relation to this RFP represents the most accurate and current data available from DOM records at the time of publication. Although DOM endeavors to ensure the accuracy of this information, it does not assume responsibility for any potential discrepancies. Should any inaccuracies be discovered following the release of this RFP, such findings shall not constitute a basis for renegotiation of any payment rate after contract award. Additional statistical details concerning DOM operations are available on the DOM website.

1.11 Security Requirements

1.11.1 Data Location

The Contractor shall not store or transfer DOM data outside of the continental United States. This includes backup data and disaster recovery locations. The Contractor will permit its personnel and contractors who are located within the continental United States (CONUS) to access DOM data remotely from within the CONUS only as required to provide technical support. Such access must be fully-encrypted in transit as per **Section 1.11.2**.

1.11.2 Data Encryption

The Contractor must encrypt all non-public data in transit regardless of the transit mechanism, using encryption that meets current industry standard and is updated as standards evolve. For engagements where the Contractor stores non-public data, the data shall be encrypted at rest. The key location and other key management details will be discussed and negotiated by both parties.

1.11.3 Breach Notification and Recovery

Unauthorized access or disclosure of non-public data is considered to be a security breach. The Contractor will provide notification within 24 hours of the incident and all communication shall be coordinated with DOM. At a minimum, the current DOM Privacy Officer and current DOM Chief Information Security Officer must be notified and included in such communication. When the Contractor or their sub-contractors are liable for the loss, the Contractor shall bear all costs associated with the investigation, response and recovery from the breach, including but not limited to, credit monitoring services with a term of at least three years, mailing costs, website and toll-free telephone call center services. DOM shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of DOM to hold a Contractor harmless.

1.11.4 Notification of Legal Requests

Contractor shall contact DOM immediately upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimony related to, or which in any way might reasonably require access to the data of DOM. At a minimum, the current DOM Privacy Officer and current DOM Chief Information Security Officer must be notified and included in such communication. The Contractor shall not respond to subpoenas,

service of process, and other legal requests related to DOM without first notifying DOM unless prohibited by law from providing such notice.

1.11.5 Termination and Suspension of Service

1. In the event of termination of the contract, the Contractor shall implement an orderly return of DOM data in CSV, XML or another mutually agreeable format. The Contractor shall guarantee the subsequent secure disposal of DOM data. At a minimum, the current National Institute of Standards and Technology (NIST) standards/guidance must be followed.
2. Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Contractor shall not take any action to intentionally erase any DOM data.
3. Termination of any services or agreement in entirety: In the event of termination of any services or of the agreement in its entirety, the Contractor shall not take any action to intentionally erase any DOM data for a period of 90 days after the effective date of the termination. After such 90-day period, the Contractor shall have no obligation to maintain or provide any DOM data and shall thereafter, unless legally prohibited, dispose of all DOM data in its systems or otherwise in its possession or under its control. Such disposal shall be performed using secure purge methods that render the data permanently unrecoverable and incapable of being reconstructed or reconstituted. At a minimum, the Contractor shall perform the secure purge in accordance with applicable NIST guidance and standards. Upon completion, the Contractor shall provide DOM with a written certification identifying the date the secure purge was completed, the method(s) used, and confirming that all DOM data was securely destroyed in accordance with the applicable NIST standards. The secure purge shall include all copies of DOM data, including primary storage, backup media, disaster recovery systems, archived data, and any other copies maintained by the Contractor or its subcontractors. Within this 90-day timeframe, Contractor will continue to secure and back up DOM data covered under the contract.
4. Post-Termination Assistance: DOM shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the contract.
5. Secure Data Disposal: When requested by DOM, the provider shall destroy all requested data in all its forms, for example, disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to NIST approved methods. Certificates of destruction shall be provided to DOM.

1.11.6 Security Logs and Reports

Contractor shall maintain and, upon request, provide DOM with access to or reports from all audit and security logs relevant to the services performed under this Agreement, its data and its processes. At a minimum, audit logs shall record the user or administrator identifier, date and time of the event, system or resource accessed, action performed, success or failure of the event, and, where available, the originating device or IP address. The Contractor shall provide DOM with the ability to request reports of activities performed by a specific user or administrator over a specified period. The logging mechanisms shall be defined up-front and documented, and available throughout the term of the Agreement.

1.11.7 Processes and Procedures

Contractor shall disclose its security processes and technical limitations to DOM so that DOM can determine if and how adequate protection and flexibility can be attained between DOM and the Contractor. For example: virus checking and port scanning. DOM and the Contractor shall work together to understand each other's roles and responsibilities.

1.11.8 Background Checks

Contractor warrants that it will not utilize any staff members, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty. The Contractor shall promote and maintain an awareness of the importance of securing DOM's information among the Contractor's employees and agents.

1.12 Incorporation of Documents by Reference

The Request for Proposal (RFP) may incorporate certain documents by reference to provide additional details, specifications, or requirements relevant to this solicitation. Such incorporated documents become an official part of the RFP, and Offerors are expected to review and comply with their contents. To ensure ease of access, this solicitation will clearly specify where and how these referenced documents can be obtained. It is the responsibility of each Offeror to acquire and thoroughly review all incorporated documents to prepare a complete and compliant proposal.

1.13 Electronic Access to Materials

The following resources are available online to support the procurement process; however, they are provided solely for informational purposes and do not replace the official requirements set forth in this RFP.

The RFP, any amendments, and RFP Questions and Answers (following official release) will be posted on the Procurement page of DOM's website at:

<http://www.medicaid.ms.gov/resources/procurement/>

Additional details about services offered through Mississippi Medicaid, along with information about the Division of Medicaid's structure and operations, can also be found on the DOM's website.

The DOM website, www.medicaid.ms.gov, contains useful resources such as annual reports, provider manuals, and bulletins. The Annual Report Summary includes data on member enrollment, program funding, and expenditures by service type for each fiscal year.

Other helpful links include:

- **Mississippi Administrative Code: Title 23, Part 100:**
<https://medicaid.ms.gov/providers/administrative-code/>
- **State of Mississippi website:** www.mississippi.gov
- **MAGIC system information:** portal.magic.ms.gov
Mississippi's Accountability System for Government Information and Collaboration (MAGIC) can be used by businesses to register as suppliers, receive RFX notifications based on selected categories, submit electronic responses to solicitations, and receive purchase orders. Supplier registration is available at: <https://www.dfa.ms.gov/mmrs-vendors>
- **MS ITS Enterprise Security Policy:**
<https://www.sos.ms.gov/adminsearch/ACProposed/00020006b.pdf>
- **MS ITS Enterprise Cloud and Offsite Hosting Security Policy:**
<https://www.its.ms.gov/sites/default/files/Enterprise%20Cloud-Offsite%20Hosting%20Security%20Policy%202.1.pdf>
- **Public Procurement Review Board Rules and Regulations:**
<https://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>
- **Mississippi Code of 1972:**
<https://www.sos.ms.gov/communications-publications/mississippi-law>

2.0 SCOPE OF SERVICES

2.1 General Overview and Responsibilities

The Contractor shall provide all services, activities, reports, and deliverables necessary to perform EQRO functions for DOM in accordance with all applicable federal and state requirements, including but not limited to 42 CFR §§ 438.350-364 and 457.1250.

The Contractor shall:

1. Conduct all EQR activities under the direction and oversight of DOM and in accordance with standards of quality, accuracy, completeness, and timeliness acceptable to DOM.
2. Conduct EQR activities that require a site visit by the Contractor onsite or virtually to obtain the required information, at the discretion of DOM. Contractor shall seek prior approval from DOM before initiating the EQR activity.
3. Perform all scope of services and deliverables within the timelines established by DOM and this Contract. Unless otherwise specified, the deliverable dates apply to all contract years following the first year.
Note: Deliverables for the first contract year shall be adjusted as necessary to ensure compliance with the April 2027 CMS submission deadline. Also, submission date of any first annual reporting requirements will be decided after contract execution.
4. Perform all other EQR activities not otherwise designated as DOM responsibilities, which are necessary for optimal operation of the EQRO functions.
5. Acknowledge that DOM reserves the right to make appropriate adjustments in the Scope of Services as necessary, from year to year, to address Medicaid program changes in federal regulations, state requirements, CMS guidance, managed care operations, or program priorities, by written agreement between DOM and the Contractor on an as-needed basis.
6. Receive timely notifications from DOM of all changes and/or amendments in the contract, which can reasonably be expected to affect the Contractor's performance of this contract.
7. Request an interpretation of any laws, regulations, and/or policies from DOM if such a need arises.
8. Maintain, on a current and ongoing basis, a full and detailed knowledge of applicable Federal and State laws, regulations, policies, the State Medicaid Plan, State CHIP Plan, Federal EQR regulations (42 CFR §§ 438.350-364 and 457.1250) and protocols for Medicaid MCOs and specific DOM requirements.
9. Be responsible for conducting all reviews effective July 1, 2025, and producing all regularly scheduled monthly, quarterly, and annual reports.
10. As directed by DOM and at no additional cost, coordinate with, facilitate the prompt exchange of information between, and work collaboratively with all other DOM contractors and DOM agents for the purpose of fulfilling the obligations set forth in this Contract. If any part of the Scope of Services involves sharing or obtaining information of a confidential, proprietary, or otherwise

valuable nature with or from another DOM contractor, the Contractor may be requested to sign mutually agreeable documents, including but not limited to, Non-Disclosure Agreements (Non-Disclosure Documents), which are reasonably necessary to maintain cooperation and collaboration among and with any and all other DOM contractors and DOM agents in the performance of the Contract.

11. Not invoice DOM for any coordination services other than those submitted on the Proposal Submission Form, nor shall DOM be liable for payment of such services, without the prior written consent of DOM.

2.2 Proposal Requirements

2.2.1 General Obligations

The Contractor shall meet the EQRO qualification requirements for competence and independence of external quality review organizations as set forth in 42 CFR § 438.354.

2.2.2 Objectives

The Contractor shall review, assess, and validate the performance of DOM's contracted Medicaid and CHIP managed care organizations and issue findings in compliance with 42 CFR § 438.364.

The Contractor shall identify opportunities for quality improvement and provide recommendations designed to improve access, quality, timeliness, and outcomes of care.

2.3 Federally Defined Protocols

The Contractor shall adhere to all current CMS External Quality Review (EQR) protocols and guidance relevant to Medicaid and CHIP managed care programs. Throughout the duration of the Contract, the Contractor is required to stay up to date with all CMS-issued protocols, updates, technical guidance, and reporting requirements. Additionally, the Contractor must use the most current CMS EQR protocols available at the time the work is performed.

MississippiCAN and CHIP completed procurements can be found on the DOM website at <https://medicaid.ms.gov/programs/managed-care/11081-2/>.

CMS' most current *Validating Performance Improvement Project* protocols are located at <https://www.medicaid.gov/medicaid/quality-of-care/downloads/2023-eqr-protocols.pdf>.

The CMS website provides a step-by-step overview for each protocol's compliance. The Contractor is responsible for maintaining compliance with subsequent guidance from CMS on these protocols.

2.4 Protocol 1 – Validation of Performance Improvement Projects

42 CFR § 438.358(b)(1)(i)

States must require their Medicaid and CHIP managed care organizations (MCOs) to conduct performance improvement projects (PIPs) that focus on both clinical and non-clinical areas each year as part of the MCO's Quality Assessment and Performance Improvement (QAPI) program.

A PIP is a project conducted by the MCO that is designed to achieve significant improvement, sustained over time, in health outcomes and enrollee experience. A PIP may be designed to change behavior at a member, provider, and/or MCO/system level. The topic should target improvement in relevant areas of clinical and non-clinical services.

Note: *Submission date of any first annual reporting requirements in this section will be decided after contract execution.*

2.4.1 PIP Technical Papers

The Contractor shall:

1. Review and validate clinical and non-clinical PIPs;
2. Provide the PIP Technical Papers (by MCO, by PIP), for each MCO, that includes a section for each region of the state;
3. Prepare a comprehensive report to analyze PIP results by MCO and, where applicable, by geographic region. This report shall include, but not be limited to:
 - a. Assessment of the appropriateness of each PIP by examining factors such as the methodology used and the adequacy of supporting data in justifying the need for the PIP. This analysis must integrate and cross-reference findings from other relevant surveys and audits completed;
 - b. Identification of strengths, deficiencies, trends and opportunities for improvement based on the documents and processes reviewed; and
 - c. In instances of identified non-compliance, the Contractor shall be responsible for the development, implementation, and monitoring of the MCO's Corrective Action Plan (CAP) related to the PIP. Additionally, the Contractor must provide regular status updates regarding CAP progress to DOM. **(Deliverable)**
4. Submit the PIP Technical Papers (by MCO, by PIP) to DOM by September 1st each year of the term. **(Deliverable)**

2.4.2 Annual PIP Summary Report

The Contractor shall submit the Annual PIP Summary Report, that provides a comprehensive summary of all PIPs conducted by the MCOs, by October 31st each year of the term. **(Deliverable)**

The Contractor shall:

1. Ensure that the Annual PIP Summary Report includes the methodology used for each type of activity;
2. Ensure that the PIP Summary Report includes a table that lists all PIPs by MCO;
3. Ensure that the table clearly identifies the PIP topic, measurement year, PIP aim statement, PIP goals and objectives (including any national benchmarks or State performance targets) and improvement strategies to achieve performance goals; and
4. Ensure that the Annual PIP Summary Report includes results of the activity across MCOs, highlighting any trends identified and a timeline for any CAP activities, as well as comparative charts, and is prepared with input from DOM.

2.4.3 PIP Validation and HEDIS Performance Monitoring

The Contractor is responsible for the validation and technical oversight of MCO quality initiatives. By integrating audited Healthcare Effectiveness Data and Information Set (HEDIS) data and on-site performance measure validations, the Contractor shall ensure that all PIP activities are grounded in accurate data and align with the DOM's quality improvement goals.

The Contractor shall:

1. Provide technical assistance to the MCOs as directed by DOM regarding performance improvement, including at minimum but not limited to, facilitating quarterly performance improvement/quality improvement calls with each MCO and a separate call for the joint PIP with MCOs each quarter.
2. Evaluate the annual audited Healthcare Effectiveness Data and Information Set (HEDIS) data provided by the MCOs in comparison to the Decision Support System (DSS) – Fiscal Agent HEDIS data for discrepancies and outliers, as well as comparison to the Fee for Service population data.
3. Use the MCOs completed audit reports and findings to fulfill the requirements for HEDIS review.
4. Ensure that MCOs have met the requirement of contracting with the National Committee on Quality Assurance (NCQA) Certified Audit Firm to validate the MCOs' annual HEDIS rates.
5. Be responsible for conducting the validation of non-HEDIS performance measures in alignment with CMS Protocols, including an on-site visit.
6. Submit EQRO annual review requests and subsequent requests to the MCOs.

2.5 Protocol 2 – Validation of Performance Measures

42 CFR § 438.358(b)(1)(ii)

All CMS Adult and Child Core Set Measures will require validation for MississippiCAN and CHIP, in addition to the Annual Audited HEDIS data.

Note: *Submission date of any first annual reporting requirements in this section will be decided after contract execution.*

The Contractor shall:

1. Validate MCO performance measures in accordance with 42 CFR § 438.330(b)(2) during the preceding twelve (12) months. These measures may be initially calculated by MCOs or by DOM;
2. Use national standards to validate and report findings on performance measures and outcomes. The Contractor shall work with DOM to determine the performance measure(s) that will be evaluated each year of the contract term;
3. Define the scope of the validation by confirming DOM-required technical specifications for each of the performance measures and DOM requirements for performance measure reporting; assess the integrity of the information system; initiate review of medical record data collection, if applicable; and prepare for the site visit;
4. Conduct individual site visits to include follow-up on findings from the pre-site information system assessment and validation of the production and reporting of performance measures through document review or direct observation, such as: review the information system underlying performance measurement; assess data integration and control for performance measure calculation; review performance measurement production; conduct a detailed review of selected measures; assess the sampling process; and review preliminary findings and outstanding items;
5. Evaluate other national quality standards or quality improvement frameworks to recommend additional performance measures, as needed, to DOM and in accordance with 42 CFR § 438.358(c)(3); and
6. Submit the Annual Performance Measure Validation report, to DOM by September 1st each year of the term of the contract. **(Deliverable)**

2.6 Protocol 3 – Review of Compliance with Medicaid and CHIP Managed Care Regulations – Annual Quality Survey (AQS) 42 CFR § 438.358(b)(1)(iii)

The Contractor shall conduct a review of compliance with Medicaid and CHIP Managed Care regulations via what DOM refers to as an Annual Quality Survey (AQS), which shall be conducted annually for MCOs, or at DOM's discretion.

Note: *Submission date of any first annual reporting requirements in this section will be decided after contract execution.*

2.6.1 AQS Criteria Tools

The Contractor shall develop AQS Criteria Tools, as required, to assess contract compliance and adherence to current industry, federal, and state requirements for Medicaid and CHIP managed care. These criteria must include a review of the

standards contained in 42 CFR Part 438, Subparts D and E, in addition to other standards as defined by DOM.

The Contractor shall:

1. Submit AQS Criteria Tools to DOM for approval within 30 days of the contract effective date for the initial AQS reviews and by October 31st each year of the term for the subsequent reviews **(Deliverable)**; and
2. Ensure that any major changes or deletions from the survey must be clearly identified and approved by DOM.

2.6.2 AQS Deeming Table

The Contractor shall complete and submit the AQS Deeming Table, as required, that provides a detailed comparison of state/federal requirements and the National Committee on Quality Assurance (NCQA) Health Plan Accreditation standards.

The Contractor shall:

1. Use the NCQA Health Plan Accreditation standards for the year that MCOs receive their accreditation. The Contractor shall obtain proof of accreditation from the MCOs;
2. Ensure the tool identifies which elements of the AQS survey may be potentially deemable; and
3. Submit the AQS Deeming Table to DOM for approval within 30 calendar days of the contract effective date for the AQS reviews and by October 31st each year of the term for the subsequent reviews. The Contractor shall ensure that any major changes or deletions from the Deeming Table are clearly identified and approved by DOM.
(Deliverable)

2.6.3 Scope of the Annual Quality Survey

The Contractor shall conduct a review for the AQS that incorporates, at a minimum, the following:

1. Availability of services and assurances of adequate capacity and services;
2. Coordination and continuity of care;
3. Coverage and authorization of services;
4. Provider selection and sub-contractual relationships/delegation;
5. Grievance and appeal process and confidentiality;
6. Practice guidelines and health information systems; and
7. Quality assessment and performance improvement program.

2.6.4 AQS Technical Papers and Performance Assessment

The Contractor shall submit a draft of the AQS Technical Papers, as required, within 30 days following the completion of each MCO's site review with the final report due no later than 60 days from the last review. **(Deliverable)**

Contractor shall ensure that the report assesses MCO compliance with contractual requirements and all EQR-related mandatory and optional activities, including, but not limited to, the methodology of how data was collected, aggregated, and analyzed, as well as conclusions drawn on quality, timeliness, effectiveness and access to the care furnished by the MCO and their alignment to the Mississippi Medicaid Quality Strategy, see also **Section 2.14.6**.

The Contractor shall ensure that the report of the quality survey includes, at minimum, the following components:

1. A detailed assessment of the strengths and weaknesses of each MCO based on findings in each MCO's AQS review.
2. Recommendations for improving the quality of care by each MCO, including specific information the MCOs can utilize to make appropriate changes.
3. Recommendations for best practices from other states and national best practices, when appropriate.
4. Comparative charts on all MCOs, to include a contrast of each MCO to other MCOs in the state; MCO rates in relation to Fee for Service rates, as determined by DOM; and MCO rates compared to state and national benchmarks.
5. An assessment of the degree to which each MCO effectively addressed the recommendations for Quality Improvement (QI) made during the previous year's EQR.
6. An assessment of each MCO's compliance with EPSDT requirements and non-discrimination requirements.

2.6.5 AQS Timeline and Scheduling

The Contractor shall maintain the following timeline for the AQS:

1. Within 30 days of the contract effective date for the AQS reviews and by October 31st each year of the term, the Contractor shall submit the proposed AQS Criteria Tools to DOM for approval. **(Deliverable)**;
2. By January 1st each year of the term, the Contractor shall present the proposed AQS schedule to DOM, as required, for approval. **(Deliverable)**; and
3. Appointments with the MCOs shall be scheduled thirty (30) days in advance of the visit, with notification to DOM of intended dates thirty (30) days in advance of the visit.

The Contractor shall ensure that the proposed schedule indicates if the AQS will take place onsite or virtually. The schedule shall be decided jointly between DOM, MCOs, and the Contractor. DOM shall be notified in writing of any changes to the approved appointment schedule immediately.

2.6.6 AQS Summary Report

By September 1st of each year, the Contractor shall submit a separate, comprehensive AQS Summary Report. **(Deliverable)**

The Contractor shall:

1. Ensure that the AQS Summary Report includes an executive summary of results of the activity across MCOs, as well as comparative charts, and shall be prepared with input from DOM;
2. Ensure that the report includes an outline and rating of each MCO based on quality process standards as outlined in Protocol 10 – Assist with Quality Rating of Medicaid and CHIP Managed Care Organizations;
3. Ensure that the report includes strengths and noncompliance of each MCO based on the AQS; and
4. Ensure that the report includes clear documentation of the methodology used for each type of activity.

2.7 Protocol 4 – Validation of Network Adequacy

42 CFR § 438.358(b)(1)(iv)

2.7.1 Regulatory Compliance and Protocol Alignment

Contractor shall be responsible for incorporating Validation of Network Adequacy in strict accordance with 42 CFR § 438.68 and the current CMS EQR protocols.

The Contractor shall integrate additional requirements regarding Network Adequacy Standards as CMS releases new protocols related to 42 CFR § 438.358 or new guidance as released by CMS regarding network adequacy and appointment wait time standards for certain services.

Note: Submission date of any first annual reporting requirements in this section will be decided after contract execution

2.7.2 Annual Network Adequacy (ANA) Review Standards

The Contractor shall perform an Annual Network Adequacy (ANA) review and establish verification procedures to ensure:

1. Each Medicaid and CHIP Managed Care Organization (MCO) is delivering the health benefits required by its contract with DOM.
2. Each MCO is delivering the benefits within the required time frames.
3. Each MCO maintains an adequate provider network to ensure the effective and efficient delivery of healthcare services to DOM enrollees.
4. Evaluation methodologies utilize NCQA standards or other nationally recognized standards, as approved in writing by DOM, that will produce statistically valid reviews to evaluate the adequacy of each MCO network.

2.7.3 Provider Network Scope

The ANA review must include, at minimum, the following provider types: Primary Care, Perinatal Health, Ophthalmologists, Dentists, Pediatric Dentists, Hospitals, Behavioral Health, Pharmacy, Wound Care and Home Health. For primary care, behavioral health and specialist services, the contractor must distinguish between adults and children.

Contractor shall, at the discretion of DOM, conduct an in-depth focused analysis on network adequacy for Provider Specialists and sub-specialists, annually by June 1st each year. **(Deliverable)**

2.7.4 Accreditation and Deeming Procedures

At the discretion of DOM, the Contractor may be required to complete and submit a detailed comparison of State and Federal requirements and the National Committee for Quality Assurance (NCQA) Health Plan Accreditation standards, or other nationally recognized equivalent standards approved by DOM, for potentially deemable elements for the ANA reviews.

The Contractor shall:

1. Utilize the NCQA Health Plan Accreditation standards for the year(s) that MCOs receive their accreditation. Each MCO will provide the proof of accreditation to DOM and the Contractor;
2. Ensure that the deeming table identifies which elements of the ANA review may be potentially deemable; and
3. Obtain the written approval of DOM for the comparison tool.

2.7.5 Reporting and Submission Timelines

Within 30 days of the Contract effective date for the ANA reviews and by October 31st of each year of the term, the Contractor shall submit the proposed review criteria (i.e., ANA Action Plan and other tools) to DOM for approval. **(Deliverable)**

The Contractor shall submit an ANA report for each MCO, as required, by June 1st of each year of the term. Contractor shall ensure that reports are submitted directly to DOM. **(Deliverable)**

2.8 Protocol 5 – Validation of Encounter Data Reported by the Medicaid and CHIP Managed Care Plan

42 CFR § 438.358(c)(1)

The Contractor shall be required to validate the accuracy and completeness of all encounter data submitted by the MCOs through an audit that would meet the requirement in 42 CFR § 438.602 (e).

Note: *Submission date of any first annual reporting requirements in this section will be decided after contract execution*

The Contractor shall:

1. Work with DOM using the current encounter validation process to review state requirements and follow CMS EQR Protocol to audit the encounter data;
2. Review the MCO's capability to collect complete and accurate encounter data;
3. Analyze the electronic encounter data to determine validity;
4. Conduct retrospective medical records reviews;
5. Identify deficiencies, trends, and recommendations for improvement; and
6. Submit a report of audit findings and recommendations, summarizing the statistics for each MCO. **(Deliverable)**

2.9 Protocol 6 – Administration or Validation of Quality of Care Surveys

42 CFR § 438.358(c)(2)

The Contractor shall conduct quarterly provider data validation and quality-of-care surveys. Contractor shall develop a survey tool and reporting format. All tools, methodologies, and survey questions must receive written approval from DOM prior to implementation of the first quarterly telephonic survey and as requested by DOM, thereafter.

Every quarter, Contractor shall conduct quality-of-care survey phone calls to a distinct and statistically valid sample of provider types to be defined by DOM, for each MCO, and shall submit the Quality-of-Care Survey report.

Note: *Submission date of any first annual reporting requirements in this section will be decided after contract execution*

2.9.1 Methodology

The Contractor shall develop a comprehensive evaluation approach, which includes, but is not limited to:

1. The development and/or update of a study methodology describing the evaluation approach;
2. The development of a standardized data collection tool and reporting formats;
3. The development of a sampling methodology designed to produce statistically valid, MCO-specific results; and
4. The collection and analysis of data.

2.9.2 Development Timeline

Contractor shall develop the process described during the first 90 days of the contract, with expected implementation within 180 days of the contract, unless otherwise directed by DOM. **(Deliverable)**

2.9.3 Provider Data Validation (PDV) and Sampling

Contractor shall perform a quarterly validation of the accuracy of the provider information reported by the MCOs and shall submit the Provider Data Validation (PDV) report to DOM. Contractor shall ensure that a random sample large enough to produce statistically valid MCO-specific results is drawn from the most current DOM Provider Enrollment File (PEF) each quarter.

Contractor shall work with DOM to determine the appropriate provider types for the surveys and to develop the survey questions, appropriate sample size for the phone calls, and options for reporting findings to DOM. Providers included in the sample shall be active, in plan providers. Telephone provider access surveys are to include primary care providers, obstetricians/gynecologists, outpatient behavioral/mental health and substance use disorder (SUD) providers.

The Contractor shall compare responses obtained from the survey phone calls to the data provided by the MCOs on the PEF to validate the information.

2.9.4 Secret Shopper Activities

The Contractor shall conduct Annual Secret Shopper Surveys to validate provider directory accuracy in accordance with 42 CFR § 438.10(h) and appointment wait-time standards pursuant to 42 CFR § 438.68(f). The surveys must utilize a statistically valid, random sample across all covered service areas in accordance with 42 CFR § 438.68(f)(4). Elements for validation include, but are not limited to:

1. Verification of provider's street address and specialty;
2. Status of contract with MCO;
3. Panel age restrictions;
4. Telephone number;
5. Services to patients under 21 are provided;
6. Services to patients 21 and older are provided;
7. Panel status (open/closed);
8. Appointment availability for routine and urgent care; and
9. Prenatal and delivery services (obstetrics/gynecology or prenatal Providers).

2.9.5 Validation of Survey Methodology

While the MCOs conduct Consumer Assessment of Healthcare Providers and Systems (CAHPS) surveys, the Contractor is responsible for validating both the consumer and provider surveys.

To assess the methodological soundness of each survey through random sampling, the Contractor shall undertake the following activities as specified by the protocol:

1. Review survey purpose(s) and objective(s) and intended use.
2. Assess the reliability and validity of the survey instrument.
3. Assess the sampling plan. There is not a minimum sample requirement.
4. Assess the adequacy of the response rate.
5. Assess implementation.
6. Review survey data analysis and findings/conclusions.
7. Document evaluation of survey.

2.9.6 Additional Reporting

The Contractor shall provide the following reports:

1. The Contractor shall submit a quarterly report containing MCO-specific findings and all raw data to DOM within 30 days following the close of the quarter.
(Deliverable)
2. Results of the survey must be provided to DOM no later than 30 days after completion of the survey in a format ready to post to DOM's public website.
(Deliverable)
3. Any directory data errors identified via secret shopper surveys must be sent to DOM and the MCO within three (3) days of identification of the error.

Contractor shall provide the results of the secret shopper surveys of provider directory data validation and appointment wait time standards in a format that is easily used for the annual report DOM is required to make to CMS.

2.10 Protocol 7 – Calculation of Additional Performance Measures

42 CFR §§ 438.358(c)(3), 438.358(c)(7) and 457.1250(a)

At DOM's discretion, the Contractor shall be responsible for working with DOM to calculate additional performance measures and related analyses, as needed, and in accordance with 42 CFR §§ 438.358(c)(3), 438.358(c)(7) and 457.1250(a).

The Contractor shall support DOM in evaluating quality outcomes, timeliness of care, and access to care within the Medicaid and CHIP managed care programs. Upon request by DOM, such evaluations may include the assessment of the effectiveness of the Quality Strategy (see also **Section 2.14.6**), State Directed Payment Programs (SDPs), In Lieu of Services (ILOSs), and other managed care initiatives that impact health outcomes, quality, or access to health care services.

The Contractor shall develop methodologies, perform analyses, prepare findings and recommendations, and submit reports and supporting documentation according to DOM-established timelines. **(Deliverable)**

2.11 Protocol 8 – Implementation of Additional Performance Improvement Projects

42 CFR § 438.358(c)(4)

The Contractor shall implement additional performance improvement activities and measures as directed by DOM and consistent with CMS Protocol 1 requirements.

2.12 Protocol 9 – Conducting Focus Studies of Health Care Quality

42 CFR § 438.358(c)(5)

2.12.1 Focus Studies of Health Care Quality

The Contractor shall prepare up to two (2) Focus Studies of Health Care Quality per contract year, on topics or questions provided by DOM, with the timing determined by DOM. **(Deliverable)**

Each Focus Study shall be completed within a three-to-four-month timeframe, depending on the complexity of the report, and prepared at no additional cost to DOM.

DOM and the Contractor shall mutually agree in writing to the specific reporting timeframes for each report on a case-by-case basis.

2.12.2 Ad Hoc Reports

The Contractor shall provide ad hoc reports as requested by DOM, which may include but are not limited to:

1. Assessing the health care needs of the DOM population or subsets of the population.
2. Identifying best practices and/or opportunities for improvement within contracted MCOs.
3. Achieving compliance with State or Federal regulations.

2.13 Protocol 10 – Assist with Quality Rating of Medicaid and CHIP Managed Care Organizations **42 CFR § 438.358(c)(6)**

Upon issuance of the protocol by CMS, under the direction of DOM, Contractor shall create a quality rating system (QRS) to evaluate and apply a rating to measure the quality of care provided by the MCOs for the DOM Medicaid and CHIP (MAC) QRS website within one (1) year of the date of issuance.

The Contractor shall utilize the CMS framework, methodology and identified performance measures in accordance with 42 CFR § 438.505, 42 CFR § 438.510 and 42 CFR § 438.520 that align with the summary indicators of the qualified health plan QRS developed per 45 CFR § 156.1120. The Contractor shall be responsible for the collection of data, validation of data, and the calculation of performance rates to be displayed on the MAC QRS website.

DOM reserves the right to add additional performance measures to the QRS to ensure alignment with the Mississippi quality strategy. DOM will provide the contract year to begin the QRS task.

The Contractor shall on an annual basis:

1. Establish a work plan for producing the Mississippi Medicaid QRS, considering applicable national requirements from CMS including compliance with new CMS guidelines and recommending innovative approaches used by other state Medicaid programs and/or the health care industry;
2. Support, as necessary, any data collection from MCOs and data submission to CMS as required for specified QRS performance measures;
3. Produce any associated reference materials (e.g., score calculation and data source documentation), as specified and approved by DOM, on an annual basis;
4. Develop and maintain the Mississippi Medicaid QRS methodology documents and revise annually in collaboration with DOM;
5. Integrate new measures as CMS and industry measurement sets evolve and as requested by DOM;
6. Modify/enhance the MCO QRS as specified by DOM in response to and in alignment with DOM's changing business requirements (e.g., DOM branding, changes in federal regulations, revisions to the contracts between DOM and MCOs) and/or changes to report card measure specifications (e.g., HEDIS, CAHPS);

7. Modify and/or enhance the QRS tools (analytics, reporting, and/or reference materials) as needed, to align with DOM's changing business requirements; and
8. Provide assistance to the MCO on how to read, interpret, and use the system as part of a performance improvement strategy.

2.14 Additional Activities Required By DOM

In addition to the federally mandated activities, the Contractor shall participate in the following DOM-directed initiatives and activities.

2.14.1 Quality Improvement Committees, Task Forces or Work Groups

The EQRO is required to participate in any quality improvement committees, task forces, or work group meetings as requested by DOM, whether these meetings occur annually, quarterly, or monthly. This includes, at a minimum, participation in the regularly scheduled MississippiCAN Quality Leadership Team and Quality Task Force meetings. Attendance may be in person or via conference call, with the latter permitted at the discretion of the DOM Executive Director. Upon request by DOM, the Contractor shall consult with these committees, task forces, and work groups, and shall prepare and present information, analyses, findings, recommendations, and other materials as requested.

These quality improvement committees, task forces, or work group meetings are comprised of representatives from DOM, MCOs (including MCO Quality Manager, Medical Director, and others), providers, consumers, advocates, and other stakeholders. Their collective responsibility is to advise DOM on the development of and compliance with the Quality Strategy, as well as to conduct ongoing monitoring of the performance of the MississippiCAN and CHIP programs.

Following contract award, the Contractor shall propose its role within these committees, task forces, or work groups. This proposal must be based on Contractor's prior experience, industry best practices, and understanding of the MississippiCAN and CHIP programs, and must be approved by DOM.

2.14.2 Quality Companion Guide

The Contractor shall develop a Quality Companion Guide in consultation with DOM, focusing on core quality improvement activities and supporting managed care compliance with DOM contract requirements. This includes alignment with quality initiatives proposed in MCO binding submissions and Contractor activities as outlined in 42 CFR §§ 438 Subpart E, 438.358 and 438.364.

Timeframes for each activity may be modified at DOM discretion.

The Quality Companion Guide shall be submitted to DOM for approval within sixty (60) calendar days of contract effective date and updated annually thereafter.

The Quality Companion Guide shall include, but is not limited to:

1. Written instructions for performance improvement projects;
2. Performance measure specifications; and
3. Validation processes.

Additionally, the Contractor shall assist in the annual review of the quality strategy as determined by DOM and support ongoing performance measurement and quality improvement activities. This support includes, but is not limited to:

1. Regular meetings or conference calls with DOM staff.
2. Expertise and assistance with quality measurement, quality metrics, and other topics, as requested.
3. Data collection and performance measure reporting requirements.
4. Performance measure audit recommendations for state-defined measures.
5. Technical assistance and document review or feedback on DOM's quality strategy.

2.14.3 Corrective Action Plan (CAP) Validation and Monitoring

The Contractor shall validate all Corrective Action Plans (CAPs) developed for each MCO and provide a summary report for each that includes a detailed section and analysis for every CAP item. The report shall assess not only compliance or non-compliance with the CAP but also the appropriateness of the CAP, taking into account findings from previous annual reviews, and offer recommendations for DOM's compliance actions. Prior year EQRO annual reports are available for reference on the DOM website: <https://medicaid.ms.gov/mississippican-resources/>.

Following the completion of the first annual review and report, the Contractor shall conduct quarterly CAP compliance meetings with DOM Contract Compliance and relevant staff. Additionally, the Contractor is responsible for submitting a DOM-approved plan to collaborate with DOM Contract Compliance and other staff throughout the duration of active CAPs.

The Contractor shall evaluate the MCO's fulfillment of CAP requirements and report to DOM Compliance when a CAP has been completed and may be closed. If an MCO fails to meet CAP requirements in any subsequent year, the Contractor shall promptly notify DOM and work with the MCO to address and resolve any outstanding issues.

2.14.4 Annual EQR Technical Report

The Contractor shall submit an Annual EQR Technical Report that summarizes the findings related to Access and Quality of Care as determined through reviews, surveys,

validation of PIPs, and validation of performance measures, in accordance with 42 CFR § 438.364. The report must comply with CMS EQR protocols.

Note: Submission date of any first annual reporting requirements in this section will be decided after contract execution

The Annual EQR Technical Report shall include recommendations for improving the quality of health care services provided by each MCO. This includes guidance on how DOM can establish target goals and objectives within its quality strategy to enhance the quality, timeliness, and access to health care services for DOM members. Additionally, the report shall evaluate the effectiveness of DOM's quality strategy and provide recommendations for updates based on EQR results.

The Contractor shall also include a summary of all other activities performed for DOM within the report. The Annual EQR Technical Report is a required deliverable and must be submitted to DOM by January 31st of each contract year. **(Deliverable)**

For reference, a sample EQRO Annual Technical Report is available on the DOM website: www.medicaid.ms.gov.

2.14.5 HEDIS and CAHPS Survey

The Contractor shall analyze the annual HEDIS and CAHPS Survey data submitted by the MCOs, examining trends of all HEDIS and CAHPS data submitted for CMS Core Sets Reporting and NCQA State Report Cards. The Contractor shall use the analysis to make recommendations to DOM for performance measure selection for MCO PIPs or other quality improvement activities to be initiated by the MCOs.

The Contractor is responsible for preparing several annual comparative analyses of HEDIS and CAHPS results in various formats, including written text, graphs, and charts, as follows (all are deliverables):

1. An annual comparative analysis of HEDIS and CAHPS results prior to national benchmark, submitted by August 1st each year of the term. **(Deliverable)**
2. An annual comparative analysis of HEDIS and CAHPS results following the national benchmark, submitted by October 1st each year of the term. **(Deliverable)**
3. An annual comparative analysis of HEDIS and CAHPS results including comparison of MCO results to the NCQA Quality Compass data, submitted by October 31st each year of the term. **(Deliverable)**

2.14.6 Conducting Quality Improvement Activities

The Contractor shall assist DOM in developing and conducting an annual review of the effectiveness of the Mississippi Medicaid Quality Strategy (QS) as directed by DOM, evaluating each MCO's alignment with the QS and their effectiveness in achieving the

quality goals and objectives outlined within it. The Contractor shall also assist DOM in developing and implementing Quality Improvement Projects (QIPs) to advance the QS, based on agency initiatives, population changes, health disparities, and other relevant factors. An annual comparative analysis of QIP results, presented in various formats such as written text, graphs, and charts, shall be prepared and submitted by August 1st each year. **(Deliverable)**

In support of DOM's quality strategy, the Contractor shall provide ongoing assistance with performance measurement and other quality improvement activities. Every three years, the Contractor shall develop and prepare an evaluation of the prior three years of the QS, which will be made available for public comment on the State's website, in accordance with 42 CFR § 438.340(c)(2).

The Contractor shall develop evaluation methodologies and tools to assess the effectiveness of the Medicaid Managed Care Quality Strategy as required by 42 CFR 438 Subpart E. These methodologies may be refined annually to incorporate lessons learned from previous evaluations and industry best practices. Following the annual evaluation, the Contractor shall prepare a written report of findings and submit it to DOM within 30 business days. **(Deliverable)**

2.14.7 Evaluation of Provider Directory Accuracy

MCOs are required to submit provider directory information in a manner specified by DOM to ensure the accuracy of provider details listed in directories used by Medicaid members. These directories include all provider specialties and groups, with specific requirements outlined in the MississippiCAN and CHIP contract available on the DOM website at www.medicaid.ms.gov.

The Contractor shall evaluate the accuracy of the provider directory information submitted by MCOs. This evaluation will include, but is not limited to, auditing online provider directories to validate the correctness of data elements, in accordance with Federal Regulation 42 CFR § 438.68 Network Adequacy Standards.

As approved by DOM, the Contractor shall:

1. Develop a study methodology that describes the evaluation approach.
2. Develop a standardized data collection tool.
3. Develop a sampling methodology.
4. Collect and analyze data.
5. Report preparation containing MCO-specific findings, and deliver all raw data to DOM.
6. Audit shall be conducted quarterly.
7. There are no restrictions on provider specialties and types.
8. For each audit conducted, the Contractor shall submit a final report as described by DOM. **(Deliverable)**

2.14.8 Behavioral Health Member Satisfaction Survey

The Contractor must validate the ECHO (Experience of Care and Health Outcomes) Survey that asks health plan enrollees about their experiences with behavioral health care and services.

The Contractor shall validate and annually analyze ECHO survey data by March 1 and prepare reports of ECHO survey findings for each MCO. **(Deliverable)**

The Contractor shall develop and monitor any corrective action plan (CAP) as needed.

2.14.9 Conduct Readiness Reviews

The Contractor shall conduct MCO Readiness Reviews as requested by DOM to assess each prospective MCO's ability to enroll members and provide the necessary access to and quality of Medicaid services. These reviews evaluate compliance with DOM MCO contract requirements and are conducted based on factors such as contract changes, population shifts, or service modifications. The number of reviews depends on the number of MCOs contracted by DOM.

1. Readiness Reviews Planning and Coordination

- a. The Contractor shall collaborate with DOM to determine the scope and schedule of each Readiness Review.
- b. All Readiness Reviews shall be conducted prior to the MCO enrolling potential enrollees.
- c. The Contractor shall collaborate with DOM to develop and maintain an electronic readiness review tool based on DOM-approved readiness review standards to collect information and supporting documentation from each MCO.
- d. The Contractor shall provide all approved review criteria, standards, and tools to each MCO in advance of the review to ensure adequate preparation.
- e. Within thirty (30) calendar days of DOM approval of the review tools and criteria, the Contractor shall coordinate and conduct a conference call or discussion with each MCO to explain the readiness review process, timelines, and review topics.

2. Readiness Review Components

Each Readiness Review shall include, at a minimum, the following two (2) components:

- a. Desk Reviews - A review of all prospective MCO's policies and procedures, program descriptions, committee meeting minutes, manuals, handbooks, quality data, sample reports, and other information identified by DOM.

- b. On-Site Visits - A visit in the MCO's office to review credentialing files, medical records, conduct staff interviews, review other areas not covered in the desk review, and provide feedback.

3. Capabilities to Review and Assess MCOs Information System

The Contractor shall have the capability to review and assess each MCO's information system using criteria and tools approved by DOM. On-site information systems reviews will focus on evaluating the following data management processes:

- a. Data integration and control procedures, including reviewing completed assessment tools and supporting documentation; and interviewing staff responsible for leading certain operational and/or functional aspects of the MCOs information systems. The assessment shall focus on:
 - i. Assessing the ability to link data from multiple sources;
 - ii. Examining processes for data transfers.
 - iii. Evaluating data warehouse structures and reporting capabilities;
 - iv. Reviewing processes, documentation and data files to ensure compliance with state specifications for encounter data submissions.
 - v. Assessing the claims adjudication process and capabilities; and
 - vi. Evaluating the MCOs information systems capabilities and identifying any potential problem areas that may impact DOM's ability to monitor performance in key operational areas.

4. Readiness Review Tracking Report

The Contractor shall provide DOM with a Readiness Review Tracking Report that details the progress of each MCO's readiness review. This tracking report will include a summary of review status, areas of concern, key dates, and expectations for completing specific activities. The Tracking Report must be initiated at the time of the Contractor's initial outreach to the MCOs and updated every two weeks. It shall be submitted electronically to DOM.

5. Readiness Review Report

The Contractor shall complete a Readiness Review Report for each MCO within three (3) weeks following the site visit. This report, which summarizes the findings of the readiness review, must also be submitted electronically to DOM.

2.14.10 Mental Health and Substance Use Disorder Parity Requirements

The Contractor shall prepare an analysis and submit a report to DOM that includes findings, recommendations, corrective action plans, and any necessary follow-up reviews to ensure ongoing compliance. **(Deliverable)**

Contractor's analysis must evaluate and document compliance with 42 CFR §§ 438.900-438.930, across all four federal benefit classifications (Inpatient, Outpatient, Emergency Care, and Prescription Drugs) and explicitly include:

1. Verification that no stricter dollar caps are placed on mental health or substance use disorder (MH/SUD) services than on medical/surgical services. (§ 438.905)
2. A quantitative analysis proving that any copayments, deductibles, coinsurance, or out-of-pocket maximums applied to MH/SUD benefits meet the "substantially all" (applied to at least two-thirds of medical/surgical benefits) and "predominant" tests. (§ 438.910)
3. A quantitative review of numerical limits on care—such as day or visit limits—to ensure they are no more restrictive for MH/SUD services than for medical/surgical care. (§ 438.910)
4. A comprehensive, multi-step comparative analysis of non-numerical limits. The Contractor must audit both the as-written policies and in-practice operations to ensure that the processes, strategies, evidentiary standards, or other factors used to apply a Non-Quantitative Treatment Limitations (NQTL) to MH/SUD benefits are comparable to, and applied no more stringently than those used for medical/surgical benefits. (§ 438.910(d)) This includes evaluating:
 - a. Medical necessity criteria and utilization management (e.g., prior authorization, concurrent review).
 - b. Network admission standards, provider credentialing, and reimbursement/payment methodologies.
 - c. Fail-first policies or step-therapy protocols.
5. Verification that the criteria for medical necessity determinations and the reasons for any benefit denials for MH/SUD services are transparently available to enrollees and providers upon request. (§ 438.915)

The Contractor shall collaborate with DOM to annually update and issue the Mental Health Parity and Addiction Equity Act Compliance Report.

2.15 MCO Reporting Requirements

DOM requires each of the three contracted MCOs to submit manual reports on a monthly, quarterly and annual basis. These reports cover quality improvement, member experience & satisfaction, provider network & access, compliance & operational audits, and provider satisfaction.

See list of required MCO Manual Reports (**Appendix 3**).

To ensure the accuracy, reliability, and timeliness of this performance data, the EQRO shall conduct an independent, technical review and analysis of these submissions. The EQRO shall also validate the data. The Offeror will be required to complete its review of each manual report within 60 calendar days of receipt from DOM.

Through this process, the EQRO is responsible for identifying operational trends, inconsistencies, or deficiencies that may indicate risks to members' access, quality of care, or financial compliance. All identified concerns shall be reported to DOM, along with recommendations for improvement.

2.16 Security and Privacy

The Contractor shall establish and maintain a comprehensive system of manual and automated internal controls, approved in writing by DOM, to ensure the integrity, accuracy, and confidentiality of all EQRO data and services. This framework must prioritize the secure handling of Protected Health Information (PHI) in strict compliance with HIPAA regulations and the DOM Business Associate Agreement (BAA) and the Data Use Agreement (DUA), if necessary. To prevent unauthorized access, the Contractor is required to implement robust physical and electronic safeguards, including active system monitoring and incident response capabilities. Furthermore, all personnel and approved subcontractors must execute formal confidentiality and/or acceptable use agreements, with system access granted strictly on a "need-to-know" basis and managed to prevent the sharing of credentials.

In alignment with Mississippi State and Federal laws, all information, reports, and files processed under this contract must be treated as confidential. Crucially, all work products, data sets, and analyses generated during the performance of these audit services are the sole property of DOM and may not be used or disclosed for any purpose outside the scope of the contract without prior written consent. The Contractor remains responsible for the secure storage and eventual disposition of all reports according to State requirements, ensuring that the operational integrity of the Medicaid program is preserved.

2.17 Contractor Review and Audit

The Contractor shall be subject to periodic review and audit by both State and Federal authorities and shall:

1. Provide data, in a specified electronic format with DOM approved content and format, to DOM within five (5) working days of receipt of request as required to support internal or external audits.

2. Produce the source or hard copy documentation and records which will substantiate information in requested files, or which is missing from with the above files, within ten (10) days of receipt from DOM.
3. Provide reasonable access to facilities and personnel used by the Contractor in delivery of services to DOM.
4. Be responsible for responding to audit inquiries and findings.
5. Provide all data, documentation, records, and reports at no cost to the State.

2.18 Contractor Requirements

1. The Contractor shall adhere to the most recent CMS EQR Protocol for all EQR activities. If CMS issues a new protocol, the Contractor shall provide an update to DOM and implement required changes to DOM's EQR activities and tools within the CMS-specified timeframe, subject to DOM approval.
2. The Contractor shall develop the EQR survey tools for surveying the MCOs based on current contractual procedures, applicable court orders, CHIP, and State/Federal regulations. These tools must include:
 - a. Compliance monitoring activities and the collection of accessory information;
 - b. Mechanisms for obtaining DOM background data and reviewing MCO documents; and
 - c. MCO interviews and the analysis and compilation of findings by MCO and reporting evaluation results to DOM.
3. The Contractor shall provide DOM with current information on the development and implementation of QA programs in other states, national standards and measures, industry practices and other information pertinent to the EQRO functions.
4. The Contractor shall advise DOM on an ongoing basis of changes to improve and enhance the audits.
5. The Contractor shall provide an annual analysis of Encounter and other data, including but not limited to, claims data, data from Mississippi's immunization registry if available, the Mississippi Prescription Monitoring Program data, and custom quality metrics calculated by the MCOs for the purpose of providing DOM with written reports of patterns of utilization, areas of potential over/under utilization, target for special reviews or investigation, and recommendations for improving the efficiency and quality of the DOM program. **(Deliverable)**
6. Within fifteen (15) calendar days of the start date of the Contract, the Contractor shall submit to DOM a detailed proposal regarding Contractor's plans for evaluating and validating the Utilization Management (UM) Inter-Rater Reliability (IRR) scores calculated and maintained by the MCOs. **(Deliverable)**
7. The Contractor shall provide DOM with the documented costs in the Annual Cost Allocation Plan of this Contract, to be approved by CMS, to support the claim for Federal Financial Participation including providing documentation to support wages, benefits, and all other expenditure items. This should also include the allocation of the contractual payments between CHIP and managed care. The Contractor shall ensure that the Annual Cost Allocation Plan report is submitted to DOM

within 30 days of the start of the contract and annually thereafter, no later than October 15th.

(Deliverable)

Note: Submission date of any first annual reporting requirements will be decided after contract execution

8. The Contractor shall identify and inform DOM of any procedure which may reduce the cost and/or increase the effectiveness of administering the EQRO function to the DOM Program.
9. The Contractor shall have sufficient physical, technological and financial resources to conduct EQR and EQR-related activities.
10. The Contractor shall have staff with demonstrated experience and knowledge of DOM's:
 - a. Recipients, policies, data systems, and processes;
 - b. Managed care delivery systems, organizations, and financing;
 - c. Quality assessment and improvement methods;
 - d. Research design and methodology, including statistical analysis; and
 - e. CHIP program policies, data systems and processes.
11. The Contractor shall develop the Annual EQRO Staffing and Work Plan of this Contract, including complete staffing allocations in full time equivalent (FTE) units, that is due to DOM no later than 30 days after the start date of the contract and annually thereafter by October 15th each year of the term. **(Deliverable)**
Note: Submission date of any first annual reporting requirements will be decided after contract execution
12. The Contractor's Annual EQRO Staffing and Work Plan must include:
 - a. An outline a description of current EQRO staffing, an organizational chart, and personnel roster listing staff members names, qualifications, responsibilities, and the amount of time each employee will devote to this Contract in FTEs.
 - b. Staffing allocations in Full-Time Equivalent (FTE) units, subject to final DOM approval.
 - c. Key tasks and sub-tasks, with associated timeframes for completion and delivery assigned to each task, as deemed necessary to deliver the required work product to DOM.
13. The Contractor shall provide the Monthly Work Plan Summary Reports that consist of detailed monthly progress towards the work plan and staffing updates. The Contractor shall ensure that the Monthly Work Plan Summary Report is submitted to DOM, with an accompanying invoice, by the 15th of each month of the Term. **(Deliverable)**

2.19 Deliverable Management / Reporting Requirements

2.19.1 General Reporting Standards

Reports defined and approved by DOM to be generated by the Contractor shall meet all state and federal reporting requirements. The needs of DOM and other appropriate agencies for planning, monitoring, and evaluation shall be taken into account when developing report formats and compiling data. Reports generated under this Contract shall include, but not be limited to, those identified in the Scope of Work and any

additional reports or reporting categories required for State and Federal reporting purposes.

The Contractor shall ensure all reports are concise, easy to read, and submitted in an electronic format unless otherwise directed by DOM, utilizing software in use by DOM. Where required or when requested, the Contractor shall provide supporting documents such as report appendices. All written deliverables must include a draft report, an executive summary, and a full final written report detailing findings and recommendations for each MCO.

For each report, the Contractor shall:

- a. Provide an accurate description of care delivered to DOM enrollees;
- b. Utilize generally accepted research design, statistical analysis, and validation techniques to ensure reliable data;
- c. Include MCO data demonstrating compliance with contractual requirements and internal policies;
- d. Identify best practices, opportunities for improvement, and specific recommendations for each MCO program;
- e. Provide comparative information across all MCOs and assess their progress in addressing prior year Quality Improvement (QI) recommendations; and
- f. Establish baselines to measure future improvements in care.

2.19.2 Procedures and Protocols

The Contractor shall develop and maintain written detailed procedures and protocols for all reviews, audits, performance measurements, and surveys identifying all steps in each process.

Contractor shall ensure that procedures and protocols be detailed to a degree that ensures all reviewers apply a uniform approach and maintain a consistent interpretation of results across all activities.

Within fourteen (14) calendar days of the Contract start date, the Contractor shall provide a copy of these procedures and protocols to DOM and obtain written approval from DOM. **(Deliverable)**

The Contractor shall obtain DOM's written approval prior to making any changes to the procedures and protocols.

2.19.3 Data Management and Reporting

The Contractor shall maintain internal records to provide complete audit trails of activities, account for all transactions, and document all charges.

Contractor shall store, archive, retrieve, and purge data according to the DOM specifications.

Contractor shall utilize data files provided by the State to analyze and summarize enrollment, utilization, and health outcome data for routine and ad hoc reporting as determined by DOM.

The Contractor shall maintain historical records, encounter data, reference files, and any other files as required for backup and recovery purposes to support the analysis and reporting processes and to support State and Federal audit trail requirements.

2.19.4 Internal Quality Control Program

Contractor shall operate and maintain an internal control program approved by DOM in writing, to ensure accuracy of all EQRO functions and processing that meets DOM's requirements.

Contractor's internal quality control program shall encompass all annual specific reviews, studies, reports, and any other outputs that are produced.

2.19.5 Project Operations

The Contractor shall electronically submit the following information to DOM during the Project Operations Phase:

1. A detailed technical report that describes the manner in which the data from all activities conducted was aggregated and analyzed, and the conclusions drawn as to the quality, timeliness, and access to care furnished by each MCO. This report shall be submitted to DOM within thirty (30) business days after the completion of the annual review of each MCO. The report shall include the following for each activity conducted:
 - a. Objectives;
 - b. Technical methods of data collection and analysis;
 - c. Description of data obtained;
 - d. Conclusions drawn from the data;
 - e. Problems encountered in performing the review;
 - f. Recommendations, if applicable, for modifications to the review process and suggested follow-up activity;
 - g. An assessment of each MCO's strengths and weaknesses with respect to the quality, timeliness, and access to health care services furnished to MississippiCAN and CHIP beneficiaries;
 - h. Recommendations for improving the quality of health care services furnished by the MCO; and,

- i. An assessment of the degree to which a MCO has effectively addressed the recommendations for quality improvement made by the EQRO during the previous year's EQR, as applicable.
2. A tracking report of progress on annual reviews. This tracking report shall include a review of progress by MCO and areas of concern. The tracking report shall consist of a brief summary with dates and expectations for completing specified activities. This report shall be transmitted electronically and updated every two (2) weeks.
3. All internal procedures, written material, including all manuals, policies, and procedures related to the contract. This information shall be submitted to DOM for approval within thirty (30) calendar days after the contract approval date and thirty (30) calendar days prior to subsequent changes.

The Contract Manager shall notify DOM at least two (2) weeks in advance of all scheduled meetings involving DOM.

To prepare each MCO for an annual review, the Contractor shall schedule a conference call/discussion with management staff of each MCO in conjunction with DOM to describe the process (both document review and on-site interviews/discussions) and detail the topics to be reviewed.

DOM shall review and approve the Contractor's criteria and tools, and the Contractor shall share these sixty (60) calendar days in advance with each MCO to ensure adequate preparation and discussion.

2.20 Training and Administrative Requirements

The Contractor shall provide adequate administrative and organizational staff to fulfill the contract's provisions and requirements. All staff must have the necessary training, education, experience, and orientation to effectively perform activities under this RFP. The Contractor is responsible for ongoing training of personnel to maintain proficiency across all functions and must regularly report to DOM on the status of this training.

2.21 General Staffing Requirements

The Contractor is solely responsible for hiring, managing, and ensuring the qualifications of all personnel and subcontractors. Staffing must be sufficient to meet all project goals, regardless of the level proposed in the original proposal. The Contractor shall maintain sufficient professional and technical staff to carry out the duties and responsibilities of this program function and agree to the following requirements:

1. Personnel commitments made in the Contractor's proposal that resulted in award of this Contract shall not be changed except as herein provided, or due to the resignation of any named individual.

2. All assigned personnel are either employees of the Contractor or its approved Subcontractors and are fully qualified to perform all work outlined in this contract. The Contractor shall ensure that experienced and appropriately credentialed professionals, if necessary, are provided to support DOM.
3. The Contractor shall notify DOM in writing within forty-eight (48) hours of receipt of notice of a Key Personnel's resignation/departure and notify DOM immediately in the event of Key Personnel termination or departure without notice. Experience requirement levels listed under Key Personnel (See **Section 2.24**) must be maintained throughout the contract period.
4. The Contractor shall provide an interim resource with accompanying resume for DOM's approval within five (5) business days of receiving notice of a vacancy, or within five (5) business days of the vacancy occurring, whichever is earlier. The interim resource will have the required qualifications and/or can perform roles and responsibilities as the proposed staff.
5. The Contractor shall provide a permanent resource for DOM's approval within thirty (30) calendar days, and appropriately staff, within forty-five (45) calendar days from the date of interim resource approval, for any Key Personnel replacements unless exception is granted in writing by DOM. The proposed permanent resource must meet or exceed the minimum qualifications specified for Key Personnel and shall be consistent with the roles and classifications proposed in the Contractor's Staffing Plan.
6. All work is to be performed during DOM's core business hours (8:00 AM to 5:00 PM CT, Monday through Friday). The Contractor shall have an onsite meeting with DOM project leadership to kickoff the project and at least one (1) annual onsite meeting.
7. All staff provided under this contract must perform services exclusively within the United States. Compliance with this domestic performance requirement is mandatory for all personnel, including contractors and subcontractors, for the duration of the contract.
8. Failure to meet staffing commitments or procedural requirements may result in the imposition of Liquidated Damages, as specified in the contract and **Section 4.2.1, Liquidated Damages**. If the Contractor proposes a replacement that does not meet the minimum experience requirements set forth in the RFP, the position will be deemed 'vacant' and liquidated damages will continue to accrue until a qualified candidate is presented.

2.22 Accessible Staffing Requirements

DOM shall have the absolute right to approve or disapprove the Contractor's and any Subcontractor's Key Personnel assigned to this Contract, to approve or disapprove any proposed changes in Key Personnel, or to require the removal or reassignment of any key Contractor employee or Subcontractor personnel found unacceptable by DOM. The Contractor shall maintain sufficient, qualified staffing to meet all project requirements and shall ensure that personnel are accessible to DOM as needed to support ongoing activities and deliverables.

The Contractor shall track and maintain detailed resource cost information, including personnel and associated technical resources, on a per project basis to satisfy DOM and CMS reporting requirements

for enhanced Federal funding assistance. The Contractor shall maintain resource costs and provide the resource costs to DOM, upon request, to support all projects.

After consultation with the Contractor, DOM will approve an invoice format that will meet the needs of DOM and CMS.

2.23 Subcontracted Staff Requirements

Contractor shall submit fully executed copies of DOM-approved subcontracts prior to the subcontractor starting work or within 30 calendar days of contract execution, whichever is earlier. Contractor must notify DOM within 10 calendar days of any subcontractor noncompliance related to contractual tasks, including an action plan to resolve issues. The notice must include corrective plans, an implementation timeline, and other relevant details.

Prior written approval from DOM is required to substitute any previously approved subcontractor. Contractor shall notify DOM within 48 hours of a subcontractor's resignation and immediately upon any termination. The Contractor retains sole responsibility for all services, including those delivered by subcontractors, and will be the exclusive payee for all DOM payments.

2.24 Key Personnel Requirements

The Contractor shall provide and maintain qualified Key Personnel, staffing, and resources necessary to fulfill all Contract requirements and support all EQRO and EQR activities. Key Personnel are those identified by DOM as essential to successful Contract performance and must receive DOM's prior written approval before assignment, replacement, or changes in responsibilities. The Contractor shall submit current resumes for all Key Personnel. If resumes are not readily available the Contractor shall provide a detailed description of the duties to be performed for each Key Personnel. Resumes must be provided at least thirty (30) calendar days prior to the proposed start date, and DOM reserves the right to participate in the selection process before approval. Key Personnel shall be the individuals identified in the Contractor's proposal and must provide written commitment to the project effective on the Contract start date. The Contractor may assign one individual to multiple Key Personnel roles with prior written approval from DOM, except for the Account Manager position. If additional Key Personnel positions are necessary, the Contractor shall identify and justify those roles to support Contract performance. Any Key Personnel serving as Subcontractors must be identified to DOM, supported by executed subcontract agreements, and approved by DOM prior to use.

The Contractor shall maintain sufficient professional, analytical, and technical staff with expertise in Medicaid programs, managed care delivery systems and financing, quality assurance and improvement, statistical analysis, behavioral health, research methodology, and related data systems and processes. The Contractor shall also possess adequate physical, technological, and financial resources necessary to perform all EQRO and EQR activities and oversee the work of any approved Subcontractors. At no additional cost to DOM, Key Personnel shall be available within fourteen (14)

calendar days of Contract start to participate in transition activities, including orientation, training, review of operating procedures and software, and receipt of files, data, reports, and other materials from the previous EQRO Contractor, if applicable.

Key personnel for program implementation and operations include, at a minimum, the following:

1. Account Manager

Shall serve as the primary point of contact between the Contractor and DOM's Quality Improvement (QI) Team and shall oversee all EQRO project management activities, including communications, scheduling, status reporting, responses to DOM requests, and the timely and accurate completion of all EQR activities and deliverables. The Account Manager shall provide EQR guidance and support to DOM, participate in meetings as requested, and be available during DOM's normal business hours to address Contract-related matters. The Account Manager shall not serve in any other Key Personnel role and shall possess at least five (5) years of experience in healthcare quality assurance, management, and quality improvement, with preferred HEDIS auditing experience. The Account Manager shall also possess knowledge of HEDIS, CAHPS, NCQA accreditation standards, CMS EQR protocols, and applicable State and Federal healthcare requirements, as well as a Master of Public Health degree or equivalent experience.

2. Statistician/Data Analyst

Shall serve as the subject matter expert for healthcare data validation, statistical analysis, and reporting related to EQR activities. The Statistician/Data Analyst shall collect and analyze data, develop sampling methodologies, and validate the accuracy and completeness of third-party data and findings. Responsibilities include, but are not limited to, validating Performance Measures, Performance Improvement Projects (PIPs), surveys, and other EQR deliverables; conducting HEDIS and Performance Measure Validation audits; preparing Annual Technical Reports; supporting Provider Access Studies; participating in quality-related meetings; and providing technical assistance to DOM and MCOs regarding EQR requirements. This individual shall possess at least three (3) years of experience evaluating healthcare data and expertise in statistical analysis, predictive modeling, data analytics, machine learning, healthcare utilization, social determinants of health, and health outcomes. The Statistician/Data Analyst shall be available during DOM's normal business hours to provide support and participate in meetings with DOM as needed.

3. Other Key Clinical Personnel

Shall include, at a minimum: (1) a licensed clinician (MD, DO, RN or equivalent) with at least three (3) years of experience in Medicaid managed care quality review or utilization management; and (2) a behavioral health specialist with at least three (3) years of experience in behavioral health quality improvement or MHPAEA compliance review. The Contract shall identify all other proposed clinical positions, their minimum qualifications, and their specific roles in the proposal. The Contractor shall ensure that clinical personnel possess the expertise necessary to support clinical reviews, quality improvement initiatives, data interpretation, utilization review activities,

and other clinical or technical functions required under the Contract. Duties and responsibilities for each clinical staff position shall be clearly defined, directly related to Contract requirements and program operations, and aligned with the delivery, oversight, evaluation, and quality improvement activities associated with EQR services.

2.25 Contract Phases

2.25.1 Operational Phase

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

Prior to the expiration of the previous contract, DOM obtained transition information, operational guidance, documentation, and other materials from the former contractor to facilitate continuity of services. DOM shall provide the Contractor with all available transition information, documentation, and instructions necessary to support the commencement and ongoing performance of the contract.

2.25.2 Turnover Phase

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

The Contractor shall ensure an orderly transition of all contract functions to DOM or a successor contractor upon contract expiration or termination for any reason. The Contractor shall remain responsible for all work in progress, including report requests, analysis projects, special studies, and other contract activities, through the end of the contract term or as amended.

Upon receipt of notification of DOM's intent to transfer the contract functions, the Contractor shall provide a Turnover Plan to DOM within the timeframe specified by DOM. In addition, the Contractor shall submit and maintain a detailed written turnover plan within forty-five (45) calendar days of the contract start date and annually

thereafter, as determined by DOM. The Contractor shall take no action that would hinder the orderly transition of duties and responsibilities from the Contractor to DOM or another separate Contractor upon termination of this contract. Timelines for turnover activities shall be specified by DOM.

The Turnover Plan shall define the Contractor's proposed approach to turnover and shall include, at a minimum, the following:

1. Proposed approach to turnover;
2. Tasks and subtasks for turnover;
3. Schedule and timelines for turnover activities;
4. Detailed organizational chart depicting the Contractor's total operation;
5. Identification and retention of sufficient Key Personnel, including clinical and non-clinical staff, necessary to complete all contract requirements through the transition period;
6. Appointment of a full-time Turnover Manager no later than one hundred eighty (180) calendar days prior to the end of the contract term to serve as the primary point of contact for DOM and any successor contractor;
7. Current inventory of all software, systems, and tools used to support contract functions;
8. Transfer of all Medicaid documents, case files, data, materials, reports, and related records to DOM or its designated agent; and
9. Copies of all procedures utilized to perform contract functions, including reporting, analysis, operational reviews, and ad hoc activities.

Within one (1) calendar week of the start of the Turnover Phase, the Contractor shall provide an estimated inventory of all work in progress (WIP) and its projected status at contract end. The Contractor shall provide weekly updates to the WIP inventory throughout the Turnover Phase and shall provide a final detailed inventory and accounting of all completed work and work in progress.

Deliverables shall be produced in an organized manner according to reasonable and customary business standards. Deliverables shall be turned over to DOM in a form and condition satisfactory to DOM and within the timeframes specified by DOM.

Deliverables shall include, but shall not be limited to, the following:

1. Turnover Plan;
2. Detailed organizational chart;
3. Inventory of software, systems, and operational tools;
4. All Medicaid documents, case files, files, data, materials, reports, and related records;
5. Copies of all operational procedures and process documentation;
6. Work in Progress (WIP) inventories and status updates; and

7. Turnover Results Report summarizing turnover activities and certifying completion of all Turnover responsibilities.

At DOM's sole discretion, during the final one hundred eighty (180) days of the contract term, DOM may withhold sixteen and sixty-seven hundredths percent (16.67%) of each monthly payment until all final deliverables are completed and accepted by DOM. Any withheld amounts shall be payable as a lump sum upon DOM's acceptance of all final contract deliverables.

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3.0 PROCUREMENT PROCESS

3.1 Approach

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

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

DOM will ensure the fair and equitable treatment of all persons and Offerors in the procurement process. The procurement process provides for the evaluation of proposals and selection of the best proposal in accordance with Federal and State laws and regulations. Specifically, the procurement process is guided by appropriate provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations (PPRB OPSCR Rules and Regulations)*.

Proposals will be thoroughly evaluated to determine point scores for each evaluation factor and determine a final score. The evaluation and selection processes are described in more detail in Evaluation (**Section 6.0**) of this RFP.

Submission of a proposal in response to this RFP constitutes:

- Adherence to the conditions outlined for the procurement process;
- Compliance with the Eligibility Requirements specified in **Section 1.3** of this RFP;
- Use of the pricing methodology detailed in **Attachment B**; and
- Acknowledgment of the description of the Mississippi Medicaid program, the scope of services for the EQRO services, and the associated RFP requirements.

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

3.2 Multi-Term Contracts

Unless otherwise provided by law, a contract for personal and professional services may be entered into for a maximum period of performance of five years. Multi-term contracts are those contracts which (1) have a period of performance lasting more than one year; (2) have a period of performance which spans two or more state fiscal years; and/or (3) have renewal clauses which, if exercised, would make the period of performance more than one year or make the period of performance span two or more state fiscal years.

This solicitation does provide for a multi-term contract.

3.2.1 Multi-Term Contract Requirements

1. Contractor must be prepared to deliver External Quality Review (EQR) and related services as specified in this RFP for an initial term of three (3) years, with two (2) one-year renewal options.
2. Offeror must submit a fixed monthly rate per contract year for the operational services and a firm unit cost per each specific type of optional report. All rates are to be consistent as proposed throughout the initial contract term and any exercised renewal periods.
3. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first. This does not affect either the State's right or the Contractor's rights under any termination clause.

3.3 Rules of Procurement

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

Additionally, this procurement is governed by the *PPRB OPSCR Rules and Regulations*, effective date September 6, 2024, located on this website: <https://www.dfa.ms.gov/>, the requirements of Miss. Code Ann. §§ 31-7-401 through 31-7-423 and any other applicable law.

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

3.3.1 Restrictions on Communication with DOM Staff

From the release date of this RFP until the selection of a Contractor and execution of the contract, Offerors and their representatives are not allowed to communicate with any DOM staff regarding this procurement, except through the designated RFP Issuing

Officer or, following the notice of intent to award, the DOM Contracts Team for purposes of contract execution.

Any breach of this communication restriction may result in the disqualification of the Offeror's proposal at DOM's discretion.

3.3.2 Amendments to this RFP

DOM reserves the right to modify this RFP at any time. All amendments will be posted on the DOM Procurement webpage: www.medicaid.ms.gov/resources/procurement. Amendments will also be posted on the MS Contract/Procurement Opportunity Search Portal at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False and sent to all known potential Offerors. After the deadline for submission of the SharePoint Access Request, only Offerors submitting a SharePoint Access Request will be notified via email when amendments are released.

It is Offeror's responsibility to check DOM's website periodically for notices or addendums before the proposal opening date. Amendments to the RFP shall be identified as such and shall require that the Offeror acknowledge receipt thereof. The amendment shall reference the portions of the RFP it amends. Question-and-Answer documents shall be treated in the same manner as amendments.

3.3.3 Responsive and Responsible Determination

To determine responsive and responsible Offerors, DOM will evaluate for the proposals submitted (1) whether each Offeror was responsive and provided all information in the format required by the RFP and (2) whether each Offeror is responsible and objectively meets the minimum qualifications set forth in the RFP.

DOM will promptly notify any Offerors deemed non-responsive or non-responsible within five business days of determination or at the time of the Notice of Intent to Award, whichever serves the Agency best.

3.3.4 Acceptance of Proposals

All proposals properly submitted in accordance with the instructions provided in this RFP will be accepted by DOM. Following evaluation, DOM may request necessary modification and clarification from any or all Offerors, reject any or all proposals received, or cancel the RFP entirely, if deemed in the best interest of DOM.

In accordance with Section 6.7.3.7 of the *PPRB OPSCR Rules and Regulations*, DOM also reserves the right to waive minor irregularities in proposals when such action is in the best interest of DOM. See also **Section 3.3.7** below.

DOM reserves the right to exclude any and all non-responsive proposals from any consideration for Contract award.

3.3.5 Modification and Withdrawal of Proposals

Offerors may modify or withdraw their proposals before the submission deadline by written notice to the Issuing Procurement Officer. An Offeror intending to modify its proposal shall withdraw the proposal originally submitted and resubmit the modified proposal, in its entirety, prior to the submission deadline.

Offerors may withdraw their proposals after the submission deadline by written notice to the Issuing Procurement Officer.

No modifications in their proposals shall be permitted after the submission deadline, unless DOM determines such a change is **not** prejudicial to the interest of DOM or fair competition.

At the sole discretion of the Agency, the withdrawn proposals may be returned to the Offeror or remain in the Agency Procurement File.

3.3.6 Confirmation of Proposals

When DOM knows or has reason to conclude before award that a mistake has been made in a proposal, DOM, in its sole discretion, may request that the Offeror confirm that the proposal is correct.

1. If the Offeror alleges a mistake, the proposal may be corrected if allowing such a correction is not to be prejudicial to DOM or prejudicial to the equal and fair treatment of the other Offerors.
2. If the Offeror asserts there is no mistake, or if DOM chooses not to request confirmation, the proposal shall be evaluated as submitted. Should the Offeror be awarded a contract, any mistake in the proposal shall be managed by DOM as a contract compliance issue.

3.3.7 Minor Informalities and Irregularities

DOM may waive minor informalities or allow the Offeror to correct them depending on which DOM determines is in its own best interest and does not prejudice the other Offerors. A minor informality is an insignificant mistake which can be waived or corrected without prejudice to other Offerors; **and** the effect of a correction on price, quantity, quality, delivery, or contractual conditions is negligible.

Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Contract requirements if the Offeror is awarded the Contract.

3.3.8 Alternate and Multiple Proposals

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one proposal that is responsive to the requirements of this RFP.

1. Submission of multiple or unresponsive proposals may result in the rejection of all submissions from that Offeror.
2. Variable or multiple pricing proposals are not permitted.

3.3.9 Offerors Submitting More Comprehensive Services

DOM will evaluate only those services specifically outlined in the RFP when awarding the contract.

Additional services may be accepted only if provided at no cost and the Offeror would have been selected without the inclusion of such services.

3.3.10 Single Proposal Submission

If only one responsive and responsible proposal is received, DOM may award the contract in accordance with Section 6.8.4.8 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

3.3.11 Conditional Proposals

Proposals conditioned upon both the particular contract being solicited and another Mississippi contract will be deemed non-responsive and not eligible for award.

3.3.12 Non-Conforming Terms and Conditions

Proposals containing terms inconsistent with the RFP may be rejected. However, DOM may allow the Offeror to withdraw such non-conforming terms before a non-responsiveness determination is made.

3.3.13 Property Rights

Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. DOM is under no obligation to award a contract and may terminate a legally executed contract at any time.

3.4 Proposal Receipt and Proposal Opening

3.4.1 Late Proposal Submissions

Proposals received after the specified submission deadline will be considered late and will not be eligible for consideration unless the Agency Head or its designee determines, in writing, that accepting the late submission serves the best interest of the agency and does not prejudice other offerors.

3.4.2 Proposal Opening

Proposal openings will not be conducted publicly. Proposals will be opened by the Office of Procurement in the presence of two or more designated DOM staff members.

This information will be posted on the DOM website as part of the official procurement file once the Notice of Intent to Award is issued and will remain available until a contract is executed and approved by the Public Procurement Review Board (PPRB).

3.5 Notice of Intent to Award

This notice of DOM's intent to award will be publicly posted on both the DOM website and the Mississippi Contract/Procurement Opportunity Search Portal. The selected Offeror(s) will receive notification via email, and unsuccessful Offerors who responded to the solicitation will be notified in the same manner.

DOM's procurement file for the solicitation will be made available on the DOM website to ensure transparency in the award process at the time the Notice of Intent to Award is posted.

This file will include all documents related to the procurement and/or required by *PPRB OPSCR Rules and Regulations*, as well as copies of all proposals received. Where any Offeror submitted a redacted proposal, the redacted copy of the proposal, rather than the complete copy of the proposal, shall be posted on DOM's website with the procurement file.

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

3.6 PPRB Approval

Any contract resulting from this RFP with a total value exceeding \$75,000.00, and not otherwise exempt from PPRB oversight, must be submitted to the Public Procurement Review Board (PPRB) for approval prior to execution. In accordance with Section 1.1.7.3 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, agencies may proceed with contract execution immediately upon receiving oral approval from the PPRB and are not required to wait for formal approval to appear in the Board's finalized meeting minutes.

3.7 Mississippi Contract/Procurement Opportunity Search Portal

This RFP is available on both the Contract/Procurement Opportunity Search Portal and DOM's procurement webpage.

3.8 Right to Reject, Cancel and/or Issue Another Solicitation

In accordance with Section 6.10 of the *PPRB OPSCR Rules and Regulations*, at its sole discretion, DOM may reject any and all proposals, in whole or in part, submitted in response to this RFP, to cancel the RFP in its entirety, or to issue a new solicitation if it is determined to be in the best interest of DOM.

3.8.1 Notice of RFP Cancellation

When an RFP is canceled, a Notice of Cancellation shall be prepared. The notice shall identify the solicitation being canceled and provide any information DOM deems appropriate.

3.8.2 Rejection of Individual Proposals

DOM may reject individual proposals that fail to comply with the *PPRB OPSCR Rules and Regulations*, or the requirements and conditions set forth in this RFP. To be considered for the contract award, proposals must meet all RFP requirements. Reasons for rejection may include, but are not limited to:

1. Non-responsiveness to the solicitation;
2. Determination that the Offeror is non-responsible;
3. Price deemed unreasonable by DOM;

4. Lack of competitive bidding due to collusion or limited participation;
5. Unauthorized changes or amendments to solicitation requirements;
6. Conditional or qualified proposals;
7. Incomplete or ambiguous submissions;
8. Absence of an authorized signature;
9. False, misleading, or inaccurate statements;
10. Failure to meet essential State requirements;
11. Offered goods or services that do not meet specifications or alternatives;
12. Proposal fails to meet the requirements of DOM and the submission guidelines;
13. Project cancellation or a determination that the need no longer exists;
14. Funding limitations or lack of available funds; and
15. Any other reason DOM, in its sole discretion, determines appropriate. Any such determination shall be consistent with fair and equitable treatment of all Offerors.

3.8.3 Disposition of Proposals

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

Where proposals are individually rejected, or the solicitation is canceled after proposals are received, DOM has the sole discretion to determine whether to return proposals to the Offeror or retain the proposals in the Agency Procurement File. If DOM chooses to return the proposals to the Offerors, DOM shall ensure enough information is retained in the Agency Procurement File to support the decision to reject the proposal.

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4.0 TERMS AND CONDITIONS

4.1 Entire Agreement

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

- The contract and any attachments and any amendments thereto;
- The RFP and any amendments thereto, in their entirety;
- The Contractor's Proposal submitted in response to the RFP and any attachments, in their entirety; and
- The Best and Final Offer, if applicable, which would supersede any and all other price proposals from the Contractor.

4.1.1 Period of Performance

The initial term of the contract shall commence on **December 3, 2026, and shall expire on December 2, 2029**. DOM reserves the right, under the same terms and conditions within this Contract, to extend this Contract for two (2) one-year periods, provided that DOM obtains approval from PPRB.

4.1.2 Conflict in Language and the DOM's Right to Clarify

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

- First, by reference to the Contract and any amendments thereto. If Contract Amendments exist, they are referenced first, in order from most recent to least recent. If the matter is still unresolved, then reference shall be made to the original, unamended Contract.
- Second, the RFP, in its entirety, including any amendments thereto; and
- Third, the Contractor's RFP Proposal including any attachments; and
- Fourth, the BAFO, if applicable.

If an issue is addressed in one document that is not addressed in another document, no conflict in language shall be deemed to occur. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

4.1.3 Contract Amendments

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM. The agreed upon modification or change shall be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. Such a written contract amendment shall also be subject to and become effective based on approval by the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR).

4.2 Performance Standards, Damages and Retainage

4.2.1 Liquidated Damages

The parties declare and agree that time and punctuality are material and essential elements of this Agreement, and that its terms must be strictly and literally carried out. DOM, in its sole discretion, may assess liquidated damages for the Contractor's failure to carry out the provisions of this Agreement. The parties further declare and agree that the specified liquidated damage amounts to be paid are not meant to be penalties or punitive in nature. Where liquidated damages are available through this Agreement for breaches of Contractor's obligations, the Parties have agreed to such liquidated damage amounts because:

1. The actual damages cannot be measured with a reasonable degree of accuracy at the time this Agreement is made;
2. The cost and difficulty of proving such damages makes it impractical; and
3. The liquidated damages assessed are a reasonable estimate of the loss which will be incurred.

If liquidated damages are insufficient, DOM has the right to pursue actual damages in addition to liquidated damages. In the event such actual damages arise from the same event for which the Contractor has been assessed liquidated damages, the amount of any such liquidated damages paid by Contractor shall be credited against the amount of actual damages assessed for the same event.

Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this Agreement or available under state or federal law. DOM's failure to assess liquidated damages in one or more of the instances described herein will in no event waive the right for DOM to assess liquidated damages or actual damages in the future. Continued violations of the requirements in this Agreement may, in DOM's sole discretion, result in termination of the Agreement without DOM having any further obligation to the Contractor.

DOM will provide written notice to Contractor of DOM's intent and its basis to assess liquidated damages. Any assessments will, in DOM's sole discretion, either be: (1) offset against the subsequent monthly payment(s) to the Contractor by DOM, paid directly to DOM by the Contractor, or (2) DOM will collect the amount of the assessed liquidated damages from future invoice payments without further notice. In order to dispute DOM's imposition of any sanctions or damages, the Contractor shall request review in accordance with the Disputes provisions provided in **Section 4.38**.

DOM may, in its sole discretion, assess liquidated damages between one dollar (\$1.00) and five hundred thousand dollars (\$500,000.00) for failure to meet any contract requirement or for each such failure that remains uncorrected or otherwise continues to be noncompliant with any provision of this Contract, including but not limited to: program standards, performance standards, state and federal laws, statutes, policies, and rules.

4.2.2 Other Remedies

If Contractor fails to fulfill its duties and obligations pursuant to this Agreement, DOM may, in addition to assessing liquidated and/or actual damages, issue a written notice to Contractor indicating the violation(s) and advising Contractor that failure to cure the violation(s), to the sole satisfaction of DOM, within a defined time period may lead to the imposition of some or all the following measures:

1. Require, at the Contractor's sole expense, special training or re-training of some or all of the Contractor's representatives in, including but not limited to, HIPAA laws, rules and regulations, business ethics, policies, rules, procedures, and regulations, and/or any other topic upon which DOM deems such training to be appropriate;
2. Require additional and more detailed financial reports from the Contractor;
3. Refuse to allow participation in Contractor incentive pay, if applicable;
4. Disallow all or part of the cost of the activity or action not in compliance with the Agreement;
5. Temporarily withhold any payments pending the correction of the deficiency by Contractor and sustain compliance for an appropriate amount of time as determined by DOM;
6. As allowed by law, require payments to Contractor as reimbursements rather than advance payments;
7. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
8. Require Contractor to complete a CAP within a deadline specified by DOM, and if Contractor fails to provide a CAP by the deadline set by DOM, fails to provide a sufficient CAP, as determined by DOM in its sole discretion, or fails to meet the deadline(s) set forth in the CAP for resolution of the issue(s), withhold payments

(for the work or deliverables) related to the issue(s) identified by DOM, or exercise any other remedy set forth in this Agreement or available under law, including liquidated damages;

9. Require additional project monitoring of the Contractor;
10. Require the Contractor to obtain technical and/or management assistance at Contractor's expense;
11. Require temporary management of Contractor by DOM or an entity acceptable to DOM upon a finding by DOM, in its sole discretion, that there is continued egregious behavior on the part of the Contractor;
12. Refer Contractor to the applicable Federal and/or State agencies for the imposition of civil money penalties or any other appropriate action;
13. Refer Contractor to the Mississippi Attorney General's Office;
14. Terminate the Agreement, in whole or in part, if Contractor fails to perform its obligations under the Agreement in a timely and proper manner as determined by DOM in its sole discretion;
15. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency and/or recommend Contractor be excluded from future contract awards pursuant to **Chapter 15** of the *Public Procurement Review Board Rules and Regulations*;
16. Require the Contractor to correct and/or rework deficient work at Contractor's expense; and
17. Take any other remedies that may be legally available.

Nothing in this section shall preclude the pursuit of any other remedies allowed by law.

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

Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data, or other Contractor resources to which access is required to correct the failure. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

4.3 Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment(s) to the RFP in writing.

The acknowledgement(s) shall be submitted as part of the proposal by the submission deadline in the manner defined for proposal submission in **Section 5.2**. Each offeror shall submit a written acknowledgement of every amendment to DOM on or before the submission deadline.

Any Offeror who does not provide DOM acknowledgement(s) of every amendment issued may be deemed non-responsive and not eligible for award.

4.4 Applicable Law

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

4.5 Approval

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

4.6 Availability of Funds

It is expressly understood and agreed that the obligation of DOM to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, DOM shall have the right upon 10 business days written notice to Contractor, to terminate this contract without damage, penalty, cost or expense to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4.7 Certification of Independent Price Determination

By submitting a proposal, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

4.8 Compliance with Equal Opportunity in Employment Policy

Contractor understands that DOM is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

4.9 Compliance with Laws

The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

4.10 Contract Rights

Contract rights do not vest in any party until a contract is legally executed. DOM is under no obligation to award a contract following issuance of this solicitation.

4.11 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within 45 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

4.12 E-Verification

If applicable, Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of DOM subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to **Chapter 15** of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

4.13 Force Majeure

Each party shall be temporarily 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 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, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”).

When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. DOM may exercise any rights it has under the contract which are available when neither party is in default.

4.14 Minor Informalities and Irregularities

DOM has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Offeror. If insufficient information is submitted by a Offeror for DOM to properly evaluate the offer, DOM has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Offeror.

4.15 Contractor’s Representation Regarding Contingent Fees

By executing this contract, Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the agency prior to contract execution.

4.16 Paymode

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

4.17 Procurement Regulations

This solicitation shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any Offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

4.18 Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that DOM may terminate this contract at any time for its own convenience.

4.19 Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DOM a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of DOM has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

4.20 Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that DOM and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated § 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated § 27-104-151, *et seq.*

4.21 Stop Work Order

DOM may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period specified by DOM. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to DOM. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless DOM has terminated that part of the agreement or terminated the agreement in its entirety. DOM is not liable for payment for services which were not rendered due to the stop work order.

4.22 Termination for Convenience

DOM may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. DOM shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. The Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

4.23 Termination for Default

If DOM gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, DOM may terminate the contract for default and the Contractor will be liable for the additional cost to DOM to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

4.24 Termination Upon Bankruptcy

In the event the Contractor becomes insolvent or bankrupt, permanently ceases doing business, makes an assignment for the benefit of its creditors, commences any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings or has commenced against it any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings, e.g. a receivership, that are not dismissed within sixty (60) days, then DOM shall have the right to terminate this contract for convenience upon written notice as required in **Section 4.22** of this RFP. Without limitation, the Contractor's rights under this contract shall include those rights afforded by 11 U.S.C. § 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and any successor thereto. If the bankruptcy trustee of the Contractor or the Contractor as a debtor or the debtor-in-possession rejects this contract under 11 U.S.C. § 365 of the Bankruptcy Code, DOM may avail itself of all rights and remedies to the full extent contemplated by this contract and 11 U.S.C. § 365 of the Bankruptcy Code, and any other relevant laws.

This contract may be terminated in whole or in part by DOM upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

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

4.25 Non-performance or Delayed Performance of a Subcontractor

If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth in **Section 4.13** of this RFP, the Contractor shall be deemed to be in breach when the Contractor fails to make reasonable effort to obtain the goods or services to be furnished by the subcontractor from other sources in order to timely meet the Contract requirements. The Contractor shall not be deemed to be in breach only where the services to be furnished by the subcontractor were not reasonably obtainable from other sources in a sufficient time to permit the Contractor to meet the Contract requirements.

4.26 Procedure on Termination

4.26.1 Contractor Responsibilities

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

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and

- make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;
5. Complete the performance of the work not terminated by the Notice of Termination;
 6. Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest; and
 7. The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DOM or its designated Contractor following termination of the contract for any reason.

4.26.2 DOM Responsibilities

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

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

The Contractor shall have the right of appeal, as stated under Disputes (**Section 4.38**) from any such determination made by DOM.

4.27 Effective Date of Termination

Except as otherwise provided in the Contract, terminations will be effective as of the date specified in the Notice of Termination. The parties may extend the effective date of termination one or more times by mutual written agreement. Contractor Responsibilities, as referenced in **Section 4.26.1** above, will still be effective after the termination date until the Contractor Responsibilities are concluded and the obligations of the Contractor to DOM are complete.

4.28 Terms Survive Termination

The terms set forth in this Contract shall survive the termination of this Contract and shall remain fully enforceable by DOM against the Contractor. In the event that the Contractor fails to fulfill each term set forth in this Contract, DOM shall have the right, but not the obligation, to arrange for the provision of such services and the fulfillment of such terms, all at the sole cost and expense of the Contractor, and the Contractor shall be responsible to reimburse DOM for all sums expended by DOM in so doing.

4.29 Notice

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of the Notice of Termination (**Section 4.22**) of this RFP, such notice shall be deemed given upon delivery, if delivered by hand, electronic mail, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. 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.

Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager

Street Address

City, State Zip Code

Email: _____

In case of notice to DOM:

Executive Director

Division of Medicaid

P.O. Box 2222

Jackson, Mississippi 39225

Email: _____

4.30 Contract Assignment and Subcontracting

Contractor acknowledges that it was selected by DOM to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of DOM, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of DOM shall be null and void. Approval of a subcontractor by DOM shall not be deemed to be approval of the incurrence of any additional obligation of DOM. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that DOM may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

4.31 Protection of Personal Privacy and Sensitive Data

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of DOM information at any time. The Contractor shall safeguard the confidentiality, integrity, and availability of DOM information and comply with the following conditions:

All information obtained by the Contractor under the contract shall become and remain property of DOM until destroyed.

At no time shall any data or processes which either belong to or are intended for the use of DOM or its officers, agents, or employees be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include DOM.

4.32 Ownership of Information and Data

DOM shall own all right, title and interest in all data used by, resulting from, and collected within the scope of this contract. Data shall include, but not be limited to, all: documents, files, reports, work papers, and working documentation (electronic or otherwise) created in connection with the scope of work that is the subject of this contract, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DOM, and in a manner or format specified by DOM, upon termination or completion of this contract. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such data for its files. Contractor shall be entitled to use such data only after receiving written permission from DOM and subject to any copyright protections.

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

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

Excluded from the foregoing provisions in this RFP, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independent of this Contract. The Offeror and any eventual Contractor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret, and all other proprietary rights thereto arising under Federal and State law, and no license or other right to the Proprietary Tools

is granted or otherwise implied. Any right that DOM may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

4.33 Right of Inspection

The Division of Medicaid (DOM), Mississippi Office of the State Auditor (OSA), United States Department of Health and Human Services (DHHS), Centers of Medicare and Medicaid Services (CMS), the DHHS Office of Inspector General (OIG), United States Government General Accountability Office (GAO), or any other entity prior-approved by DOM, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed as well as Contractor's books and records pertaining to the extent and cost of services furnished to DOM or eligible members.

Contractor shall allow DOM to audit conformance including contract terms, system security, and Data Centers as appropriate. DOM may perform this audit or contract with a third party at its discretion at DOM's expense.

The Contractor shall provide access to all facilities and assistance for DOM and OSA representatives. All inspections and evaluations shall be performed in such a manner as to not delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than DOM staff shall be coordinated through DOM and its staff.

4.34 Records Retention Requirements

The Contractor shall maintain detailed financial records, training records, and all other records evidencing all expenses incurred, the provision of services under the Contract, and complaints, as well as any records prescribed by DOM or by applicable federal and state laws, rules, and regulations. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, DOM or any duly authorized federal or state representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records pertaining to the contract shall be readily retrievable within three (3) business days for review at the request of DOM.

All records related to this agreement shall be retained by the Contractor and made available for review during the entire term of the Contract and for a period of three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally

resolved, or until the end of the three-year period, whichever is later. The right to audit shall exist for three (3) years from the final date of the contract period.

4.35 Interpretations/Changes/Disputes

In the event of a dispute or conflict between the components of the contract, refer to **Section 4.1.2** of the RFP.

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

4.36 Waiver

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

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

4.37 Severability

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

4.38 Disputes

Any disputes regarding the terms and conditions of Contract which cannot be disposed of by agreement between the parties shall be decided by the Executive Director, or the Executive Director's

designee. Such decision shall be in writing and mailed or otherwise furnished to the Contractor. Any assessment of liquidated or actual damages shall be considered a decision of the Executive Director or their designee. The decision of the Executive Director, or their designee, shall be final and conclusive, unless within ten (10) calendar days following the date of such decision the Contractor mails or otherwise furnishes a written dispute to the DOM's Executive Director. The Contractor shall be afforded an opportunity to offer additional evidence in support of its position. The Contractor shall proceed diligently with the performance of this Contract in accordance with the decision rendered by the Executive Director, or their designee, until a final decision is rendered. This does not impair Contractor's right to any available judicial remedies upon exhaustion of internal dispute process as outlined in this section.

4.39 State's Attorney Fees and Expenses

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

4.40 Indemnification

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

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damage, costs or expenses which DOM may sustain, incur or be required to pay:

- By reason of any person suffering personal injury, death or property loss or damage of any kind either while participating with or receiving services from the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or
- By reason of the Contractor or its employee, agent, or person within its scope of authority of this contract causing injury to, or damage to the person or property of a person including but not limited

to DOM or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, fines, civil or criminal monetary penalties, costs or expenses which DOM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns:

- Failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or
- Breaching in any manner the confidentiality required pursuant to federal and state law and regulations.

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

4.40.1 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance or nonperformance under this agreement.

4.40.2 Third Party Action Notification

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

4.41 Status of the Contractor

4.41.1 Independent Contractor

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for DOM. Nothing contained herein shall be deemed or construed by DOM, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures,

employer and employee, or any similar such relationship between DOM and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DOM or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of DOM and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DOM. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DOM, and DOM shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

DOM shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DOM shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DOM for its employees.

4.42 Insurance

On or before beginning performance under the Contract, the Contractor shall procure and maintain, at its own expense, insurance issued by insurance companies authorized to conduct business in the State of Mississippi. Such insurance shall remain in full force and effect throughout the Contract term, including any renewal periods, and shall provide coverage in amounts no less than those specified herein. The Contractor shall furnish certificates of insurance acceptable to DOM prior to contract execution and annually thereafter. The Contractor shall provide complete copies of all insurance policies required under this Contract.

4.42.1 Liability

1. *Commercial General Liability*

The Contractor shall obtain, pay for, and maintain Commercial General Liability insurance written on an occurrence basis with limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall include coverage for bodily injury, personal and advertising injury, contractual liability, and independent contractors.

2. *Professional Liability*

The Contractor shall maintain Professional Liability (Errors and Omissions) insurance covering negligent acts, errors, omissions, and professional services performed under this Contract with limits of not less than Three Million Dollars (\$3,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual

aggregate. Such insurance shall cover all professional staff and other personnel performing services under this Contract. If the policy is written on a claims-made basis, the coverage shall have a retroactive date no later than the effective date of the Contract and shall remain in force throughout the Contract term and for a minimum of three (3) years following the expiration or termination of the Contract.

4.42.2 Workers' Compensation

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

On or before beginning performance under the Contract and on an annual basis thereafter, the Contractor shall furnish to DOM certificates evidencing such insurance is in effect.

4.42.3 Cyber Security

Because the Contractor will have access to Confidential Information, Personally Identifiable Information (PII), Protected Health Information (PHI), and other sensitive Medicaid information, the Contractor shall obtain and maintain Cyber Liability and Privacy Liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate. This insurance must provide sufficient coverage(s) for the Contractor and affected third parties for the review, repair, notification, remediation, and other response to such events, including but not limited to breaches or similar incidents under Miss. Code Ann. § 75-24-29.

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

This insurance must have a retroactive date that equals or precedes the effective date of this Contract. The Contractor must maintain such coverage until the later of: (1) a minimum period of three (3) years following termination or completion this Contract, or (2) until the Contractor has returned or destroyed all Confidential Information in its possession, care, custody or control, including any copies maintained for archival or record-keeping processes.

The policy shall comply with the following requirements:

1. The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
2. At minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.
3. The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
4. Contractor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
5. The coverage under the policy shall be primary and not in excess to any other insurance carried by the Contractor.

In the event the Contractor fails to keep in effect at all times, the insurance coverage required by this provision, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

4.43 Release of Public Information

Offeror should be aware that the redacted version (Public Copy) of its proposal is considered a public record and is subject to release by the DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1, et seq. (1972, as amended) and may be used/released for any reason deemed necessary by DOM, including but not limited to, posting to the Transparency Mississippi website, produced under the Mississippi Public Records Act, and DOM's website, etc.

In the event that either party to the executed Contract receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law.

This provision shall survive termination or completion of the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. § 25-61-1, et seq. (1972, as amended) regarding Public Access to Public Records and any other applicable state or federal law.

Offeror should be aware that the unredacted version of its proposal is also considered a public record. If the unredacted version is requested through the Public Records Act, DOM will notify the Offeror, and the Offeror will have 21 days to seek a protective order, as set out in Mississippi Code § 25-61-9.

However, if a Public Copy is not provided, as required under the Proposal Submission Requirement (**Section 5.2**), the unredacted version shall be considered a public document that contains no confidential information about the Offeror and will be released upon request without notice to the Offeror.

4.44 Contractor Compliance Issues

The Contractor agrees that all work performed as part of this contract shall comply fully with administrative and other requirements established by federal and state laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit. In addition, the Contractor agrees that all work performed shall comply with all CMS guidelines.

4.44.1 Federal, State, and Local Taxes

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

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

4.44.2 License Requirements

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

4.44.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor executed DOM's Business Associate Agreement (BAA) as a requirement of proposal submission and that BAA shall remain in full force and effect for the duration of this contract. To the extent a Data Use Agreement (DUA) is required, Contractor shall execute the DUA before or concurrent to contract execution.

All activities under this Agreement regarding the exchange of information and data between DOM and Contractor 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 their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, 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 promptly inform the other party, at least five (5) days in advance of any disclosure so that DOM may take appropriate steps to address the disclosure, if needed. The disclosing party shall 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 the 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.

4.44.4 Lobbying

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

If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member

of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

4.44.5 Bribes and Kickbacks Prohibited

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

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

4.44.6 Suspension and Debarment

The Contractor certifies that it is not suspended, debarred, or otherwise excluded from future contract awards under federal law and regulations, state law and regulations, or any other state’s laws and regulations.

The Contractor shall notify DOM, within two (2) business days if its suspension or debarment status changes. Failure to disclose the required information accurately, timely, and in accordance with federal, state and Contract standards shall result in termination of this contract and/or liquidated damages.

4.45 Authority to Contract

Contractor warrants:

- That it has valid authority to enter into this Agreement;
- That it is qualified to do business and in good standing with all applicable regulatory and/or licensing agencies in the State of Mississippi;
- 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
- Notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

4.46 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that DOM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated § 25-61-1 et seq.

If a public records request is made for any information provided to DOM pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, DOM shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. DOM shall not be liable to the Contractor for disclosure of information required by a court order or required by law.

4.47 Strict Performance

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

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5.0 PROPOSAL SUBMISSION FORMAT AND CONTENT SPECIFICATIONS

These instructions outline the required content and format for submitting a response to this RFP. It is the responsibility of the Offeror to ensure that the complete proposal is uploaded and submitted via the designated SharePoint site by the specified deadline. The Offeror assumes all risk associated with timely delivery.

Any proposal received after the submission deadline indicated in the Procurement Timetable, or via written amendment will follow **Section 3.4.1**, Late Proposal Submissions and **Section 3.8.3**, Disposition of Proposals.

5.1 Proposal Formatting

Paper Size	Letter Size – 8 ½ x 11 Charts or graphs, if any, may be provided on Legal Size
Font and Margins	Proposals must be clearly legible and presented in a professional business format. A standard font (minimum 11-point) and consistent, reasonable margins (minimum ½ inch) are strongly preferred. Required templates, samples, and appendices are exempt from these formatting guidelines.
Page Limit	There is no overall page limit for the proposal submission. However, in the event that a section has a page limit, it will be notated.
Pagination	Number all pages sequentially from start to finish, except for the financial statements. The financial statements should be included as the final document in the proposal submission and do not need to be numbered. Please do not number individual sections independently.
Redaction	Please follow the requirements for redaction in Section 5.3.12(1) .

5.2 Proposal Submission Requirements

The complete proposal must be submitted as a single, searchable PDF file in Adobe Acrobat format and uploaded to the designated SharePoint location. All proposals must be submitted to DOM via **SharePoint** by **2:00 p.m. CT on September 18, 2026**. Late submissions will not be accepted unless it is in the best interest of the Agency to do so and does not prejudice the other Offerors, and access to SharePoint will be closed after the deadline. DOM is not responsible for files timestamped after the deadline. Offerors are strongly advised to allocate sufficient time to complete the upload.

Offerors are responsible for monitoring the DOM website for updates or addenda prior to proposal submission.

Access to the SharePoint site will be granted to up to two individuals per Offeror, and their email addresses must be clearly listed in the SharePoint Access Request form (**Attachment L**).

Each Offeror will have access only to its designated folder within the SharePoint site. To test the upload process, Offerors may upload clearly labeled test files (e.g., **"TEST DOCUMENT"**). These files will not be evaluated and should remain in the portal without deletion. All final submission documents must be named in accordance with the instructions outlined in this RFP. Proposals must be complete upon submission; documents submitted as hyperlinks or redirecting to external websites will not be accepted and will result in disqualification.

After uploading test and/or final submission documents, Offerors may confirm receipt by emailing procurement@medicaid.ms.gov.

For questions regarding the SharePoint access and submission process, please email:

- Sally Harrison: sally.harrison@medicaid.ms.gov and
- DOM Procurement Team: procurement@medicaid.ms.gov

To ensure timely technical support, any assistance with SharePoint access or submission must be requested no later than **two (2) business days before** the proposal's due date.

The file name must follow this naming convention:

[OFFEROR'S NAME] – EQRO RFP #20260731

The proposal submission should follow the structure outlined below:

Proposal Submission Format				
	Reference	Description	Completed	Signed
1	Attachment A	Transmittal Letter	X	X
2	Attachment B	Addendum 1 Executive Summary	X	
3	Attachment B	Addendum 2 Methodology	X	
4	Attachment B	Addendum 3 Work Plan and Schedule	X	
5	Attachment B	Addendum 4 Corporate Background and Experience (References)*	X	
6	Attachment B	Addendum 5 Organization and Staffing	X	

7	Attachment B	Addendum 6 Ownership and Financial Disclosure Information*	X	
8	Attachment B	Addendum 7 Cost Proposal Worksheet	X	X
9	Attachment C	Disclosure of Subcontractor Information	X	
10	Attachment D	DHHS Certification Drug-Free Workplace	X	X
11	Attachment E	Certification Debarment, Suspension, and Other Responsibility Matters	X	X
12	Attachment F	Proprietary Information Form	X	X
13	Attachment G	References	X	
14	Attachment H	Acknowledgment of Amendments	X	X
15	Attachment I	Business Associate Agreement	X	X
16	Attachment J	Proposal Response Checklist	X	X
17	Attachment K	Financial Disclosure Information	X	

* *Section 5.3 will state where to include these documents in your proposal submission*

Items to be included under each section of these proposal headings are identified in the paragraphs below. Each section within the proposal should include all items listed below. The evaluation of proposals will be done on a section-by-section basis.

5.3 Proposal Content

5.3.1 Transmittal Letter

Attachment A

(No Page Limit)

The Transmittal Letter shall be in the form of a standard business letter on the letterhead of the Offeror and shall be signed by an individual authorized to legally bind the Offeror. The transmittal letter should identify all material and enclosures being submitted in response to the RFP. The Transmittal Letter shall be the first page of your submission. The transmittal letter shall include the following:

1. A statement indicating that the Offeror is a corporation or other legal entity;
2. A statement confirming that the Offeror is registered to do business and in “Good Standing” with the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State and providing their corporate registration number to work in Mississippi, if applicable; or, if not already registered, that it will do so within seven business days of being notified by DOM’s Office of Procurement that it has been awarded a contract.
3. A statement identifying the Offeror’s Federal tax identification number;

4. A statement that, if the Offeror is awarded the contract, the Contractor agrees that any lost or reduced Federal matching money resulting from unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in State payments to the Contractor;
5. A statement confirming that the Offeror has not been sanctioned by a state or federal government within the last 10 years;
6. A statement confirming that the Offeror is not suspended or debarred under federal law and regulations or any other state's laws or regulations;
7. A statement confirming that the Offeror has experience in contractual services providing the type of services described in this RFP. All experience provided will be considered.
8. A statement identifying any prior project where the Offeror was terminated prior to the end of the Contract period;
9. A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
10. A statement that the Contractor has or has not (use applicable word) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract;
11. A statement that the Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in **Section 4.19**;
12. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation and without expectation of negotiation and is able to provide each required component and deliverable as detailed in the Scope of Services;
13. A statement naming any outside firms responsible for writing the proposal;
14. If the use of Subcontractor(s) is proposed, a statement from each Subcontractor must be appended to the Transmittal Letter signed by an individual authorized to legally bind the Subcontractor stating the general scope of services to be performed by the Subcontractor(s) and the inclusion of the Subcontractor Form, if applicable;
 - a. Subcontract: An agreement between the Contractor and a third party, including the Contractor's parent company or any subsidiary corporation owned by the Contractor's parent company, or between the third party and a fourth party, or between any subsequent parties, to perform part or all of the selected Contractor's responsibilities under the Mississippi Division of Medicaid EQRO Contract. All subcontracts must be approved in writing by DOM prior to the subcontractor performing any responsibilities under this Contract.
 - b. Subcontractor: Any party that has entered into a subcontract to perform a specific part of the obligations specified under the Mississippi Division of Medicaid EQRO Contract.
15. All proposals submitted must include a statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in

any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest;

16. A statement that no public disclosure or news release pertaining to this procurement shall be made without prior written approval of DOM;
17. A statement that the Offeror's proposal does not deviate from the detailed specifications and requirements of the RFP. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter shall identify and explain these deviations. DOM reserves the right to reject any proposal containing such deviations or to require modifications before acceptance;
18. A statement that the Offeror meets all requirements to serve as an External Quality Review Organization (EQRO) as defined in 42 CFR Part 438, Subpart E, including independence standards and understands that as the EQRO, at a minimum, the EQRO cannot be the state agency, a managed care plan, or a competitor of a plan it is reviewing; and
19. A statement that the Offeror agrees to perform its obligations under the contract in a manner that is consistent with any current, revised, or amended DOM State Plan and policies, federal laws, or state laws during the contract period, and shall agree to execute any contract amendments required to affect such revisions or amendments to DOM policies, federal laws, or state laws.

Failure to submit the signed Transmittal Letter which includes the statements or items listed above may render the Offeror's proposal as non-responsive.

5.3.2 Executive Summary

Attachment B: Addendum 1

(Not to exceed 3 Pages)

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

1. Proposed work plan; and
2. A brief discussion of the Offeror's understanding of the objectives and expectations of this RFP.

Failure to submit the Executive Summary with response may render the Offeror's proposal non-responsive.

5.3.3 Technical Factors – Methodology

Attachment B: Addendum 2

(No more than 25 pages)

The Methodology Section shall describe the Offeror’s approach to performing the services described in **Section 2**, Scope of Services of the RFP. It shall demonstrate how the Offeror will conduct its reviews to evaluate the quality, timeliness, and access to health care services furnished by the MCOs, with specific attention to the Offeror’s processes, data handling, analysis and sampling techniques, and ability to meet all federal and state regulatory requirements, including 42 CFR §§ 438.350–438.364 (External Quality Review, Part 438 Subpart E), 42 CFR § 457.1250 (CHIP application of EQR), and the current CMS EQR Protocols issued under 42 CFR § 438.352. This section addresses HOW the work will be performed; the timing, sequencing, tasks, and scheduling of the work are addressed separately in the Work Plan and Schedule (Addendum 3). The narrative must include the following subsections, in the order listed. With responses immediately following the prompts.

1. Overall Approach

- a. A summary of the Offeror’s overall approach to performing the EQRO functions in **Section 2, Scope of Services**, demonstrating direction, integration across activities, and understanding of DOM’s program.
- b. A statement of how the Offeror will keep current with, and apply, the most recent CMS EQR Protocols and any new or revised 42 CFR Part 438 requirements throughout the term, including the changes adopted in the 2024 Managed Care final rule.

2. Mandatory EQR-related activities — 42 CFR § 438.358(b)(1)

The Offeror shall describe its methodology separately for EACH of the four federally mandatory activities below, in the order listed below. The explanation for each activity should include:

- the understanding of the requirement and the regulatory alignment,
- Methodology approach,
- Data Sources,
- Sampling and analytical method, and
- anticipated risks for the activity and the internal quality control steps that ensure inter-rater reliability and accuracy.

a. Validation of Performance Improvement Projects (PIPs):

Describe how the Offeror will validate PIPs that were underway during the review period, including assessment of study design, sampling, data collection, improvement strategies, and whether reported improvement is real and sustained.

b. Validation of Performance Measures:

Describe how the Offeror will validate MCO-reported and DOM- or MCO-calculated measures, including measure-specification audits, source-code/logic review, primary source verification, and the rules used to designate a measure as reportable, biased, or not reportable.

c. Compliance Review / Annual Quality Survey:

Describe how the Offeror will review MCO compliance with Part 438 Subpart D standards, the disenrollment requirements (§ 438.56), enrollee-rights requirements (§ 438.100), emergency and post-stabilization requirements (§ 438.114), and the QAPI requirements (§ 438.330), including the review instrument, scoring scale, and how prior-year findings are tracked.

d. Validation of Network Adequacy:

Describe how the Offeror will design a statistically valid methodology utilizing NCQA and current CMS EQR Protocol 4 standards to audit, at a minimum, the ten (10) provider types mentioned in **Section 2.7.3**, accurately distinguishing between adult and child capacities, while seamlessly integrating new CMS appointment wait-time mandates and NCQA "deeming" efficiencies for DOM approval.

3. Optional EQR-related activities elected by DOM – 42 CFR §438.358(c)

The Offeror shall describe its methodology separately for EACH of the optional activities DOM has elected to procure under the Scope, in the order listed below. The explanation for each activity should include:

- the understanding of the requirement and the regulatory alignment,
- Methodology approach,
- Data Sources,
- Sampling and analytical method, and
- anticipated risks for the activity and the internal quality control steps that ensure inter-rater reliability and accuracy.

a. Validation of Encounter Data

Describe how the Offeror will test encounter completeness, accuracy, and timeliness against source records and against Fiscal Agent data.

- i. **Validation of Quality of Care Surveys (including Secret Shopper and CAHPS / ECHO validation):**
Describe how the Offeror will administer or validate consumer/provider surveys, including how NCQA-certified CAHPS/ECHO methodology is validated rather than re-performed.
- ii. **Calculation of Additional Performance Measures:**
Describe how the Offeror will calculate and validate performance measures beyond those reported by the MCOs, as requested by DOM, including the methodologies, measure specifications, data sources, quality assurance and validation processes, and audit procedures used to ensure the accuracy and reliability of its calculations and analyses.
- iii. **Additional Performance Improvement Projects / Activities:**
Describe the Offeror's methodology for any additional PIPs it conducts at DOM's direction.
- iv. **Focus Studies and Ad Hoc Reports:**
Describe the Offeror's methodology for point-in-time studies on a particular clinical or non-clinical aspect of care.
- v. **Quality Rating System (QRS) Assistance — Scope 2.13; 42 CFR §§ 438.358(c)(6), 438 Subpart G:**
Describe how the Offeror will assist DOM with the Medicaid/CHIP quality rating of MCOs.

4. **Additional activities required by DOM**

The Offeror shall describe its understanding of the requirement and its methodology approach to meeting the requirement separately for EACH of the additional activities required by DOM, in the order listed below.

- a. Quality Improvement Committee, Task Forces or Work Group Participation.
- b. Quality Companion Guide development and maintenance.
- c. Corrective Action Plan (CAP) validation and follow-up.
- d. Annual EQR Technical Report meeting all content elements of 42 CFR § 438.364(a) and meeting the submission date to DOM.
- e. HEDIS and CAHPS analysis, including comparison of MCO HEDIS results to Fiscal Agent and fee-for-service data.
- f. Conducting Quality Improvement Activities.
- g. Provider directory accuracy review.
- h. Behavioral Health Member Satisfaction Survey review.
- i. Readiness Reviews of new or expanding MCOs.
- j. Mental Health Parity and Addiction Equity Act (MHPAEA) parity review support.

5. Deliverable and Format Compliance

Describe the Offeror's methodology for managing, producing, and quality-assuring the required deliverables to ensure alignment with the project Scope. Include the approach to meeting the specific submission dates stipulated in the Scope and what risk-mitigation strategies you use to prevent schedule slippage.

6. Data management, handling and security

Describe how the Offeror will intake, integrate, store, archive, retrieve, and purge data in accordance with Scope, and how it will protect protected health information (PHI) in strict compliance with HIPAA, and the DOM Business Associate Agreement (BAA), including audit-trail and internal-control measures.

7. Use of DOM Staff

Describe how DOM staff will be used as resources in this project. It is DOM's preference that DOM staff be included in all aspects of the engagement.

8. Project management and control

Describe the methodology for management and control of the project, project activities, and progress reporting, and the processes for identifying and correcting problems. It shall cover the following, while leaving detailed schedules, milestones, and the critical-path Gantt chart to the Work Plan and Schedule (Addendum 3):

- a. Project management approach.
- b. Project control approach — keeping the project on target and ensuring requested services are provided.
- c. Manpower and time-estimating methods, and identification and resolution of problems.
- d. Sign-off procedures for completion of all deliverables and major activities, and compliance with the reporting requirements of the contract, including status reports to DOM.
- e. Management of performance standards, milestones, and deliverables, and interaction with DOM management staff.
- f. Assessment of project risks and the approach to managing them.
- g. Anticipated problem areas and the approach to managing them, including loss of key personnel and technical personnel.

- h. Internal quality control monitoring.
- i. Approach to problem identification and resolution.
- j. Project status reporting, including examples of the types of reports.
- k. Approach to DOM's interaction with contract management staff. Specifically for the following, the vendor should describe how it will meet the requirements of **Sections 2.17 through 2.25** (*explain each Section separately*).

9. Past performance and evaluation of the proposed project

The Offeror shall provide information about past performance results on comparable EQRO or Medicaid managed-care quality engagements and a plan for evaluating the success of the proposed project, including the measures it will use to demonstrate the quality, timeliness, and accuracy of its own performance.

10. Turnover Phase

Describe how the Offeror will perform the work in the Turnover Phase.

Failure to submit the Methodology Technical Factors with response may render the Offeror's proposal non-responsive.

5.3.4 Technical Factors – Work Plan and Schedule
Attachment B: Addendum 3
(No Page Limit)

The Work Plan and Schedule shall comprehensively detail all planned work for the services described in **Section 2**, Scope of Services, broken down into manageable tasks and subtasks, with a schedule for each phase of the contract (**Section 2.25**) and should provide a clear timeline that accounts for necessary approval periods.

This section addresses **WHEN** the work will be performed – timing, sequences, dependencies and level of effort. The Work Plan must incorporate every responsibility, milestone, and deliverable in Scope **Sections 2.4 through 2.19 and 2.25**. The narrative must include Subsections A through D below, in the order listed.

The Work Plan and Schedule must include the following:

1. Work Plan Breakdown

A detailed work plan broken down by tasks and subtasks and a corresponding schedule for the performance of each task included in each phase of the contract (Operational and Turnover). Each task and subtask shall carry an identifier keyed to

the Scope of Services section it implements so that Scope responsibility can be traced into the schedule.

2. Planning Assumptions

All dates must be relative to the anticipated contract start date. The schedule shall allow 15 business days for DOM approval of each submission or re-submission of each individual deliverable, unless another time frame has been specified for a particular deliverable in other sections of this RFP. For the Annual EQR cycle, for each year of the contract, the schedule shall demonstrate that the four (4) Federally mandated EQR activities are performed within the 12 months preceding finalization of the annual EQR technical report.

3. Schedule by Contract Phases

The planned start, end and duration of every task and subtask should be presented separately for each phase:

a. Operational Phase

Shown by contract year, including the recurring Annual EQR cycle and the recurring reporting obligations.

b. Turnover Phase

Including knowledge transfer, transitioning deliverables, and data handoff.

4. Work Plan

The proposed work plan must incorporate all responsibilities, milestones, and deliverables outlined previously in this RFP to include and not be limited to Sections: **2.4 through 2.19 and 2.25**. This section shall specifically cover:

- a. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan.
- b. Resource-weeks of effort for each task or subtask, showing the Offeror's resource and DOM resource efforts separately.
- c. A network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.
- d. A Gantt chart, showing the planned start and end dates of all tasks and subtasks.
- e. A discussion of how the work plan provides for handling of potential and actual problems; and
- f. A schedule for all deliverables.

Failure to submit the Work Plan and Schedule Technical Factors with response may render the Offeror's proposal non-responsive.

5.3.5 Management Factors – Corporate Background and Experience

Attachment B: Addendum 4

Failure to submit the Corporate Background and Experience Management Factors with response may render the Offeror's proposal non-responsive.

1. Corporate Background **Attachment B: Addendum 4** **(No Page Limit)**

The Corporate Background shall include for the Offeror, for the most recent three years, details of the background of the company, its size and resources, and a list of all current or recent Medicaid or related projects. The time frame to be covered should begin, at a minimum, in January 2023 through present date. The details of the background of the corporation, its size, and resources, shall cover:

- a. Date established;
- b. Physical location of the principal place of business;
- c. Location of the place of performance of the proposed Contract;
- d. Total number of employees;
- e. Type of Ownership (e.g.: public company, partnership, subsidiary)
 - i. Company structure/organization to include a list of any parent or subsidiary companies. As applicable, please describe the role of any parent and/or subsidiary company in providing the services requested within this RFP and
 - ii. Include whether your company is currently for sale or involved in any transaction to expand or become acquired by another business entity during either this solicitation or the resultant contract period? If "yes", please provide information regarding such a transaction as it relates to your Company's organization structure (post transaction) and your Company's ability to continue delivery of services (post transaction) as required for this RFP;
- f. List of principals (principals are defined as officers, directors, owners, partners, or persons having primary management or supervisory responsibilities within your company);
- g. Performance history and reputation;
- h. Number of personnel currently engaged in project operations;
- i. Computer resources;
- j. Current products and services; and

k. Professional accreditations pertinent to the services provided by this RFP.

2. Experience

Attachment B: Addendum 4 and Attachment G

(No Page Limit)

The Corporate Experience section must provide a projects list including the details of the Offeror's experience with the type of service to be provided by this RFP and Medicaid experience. The experience must demonstrate that the Offeror possesses a minimum of three (3) years of experience within the last five (5) years conducting External Quality Review (EQR) activities, or substantially similar quality oversight activities, for Medicaid and/or CHIP managed care programs. The experience must also include work with risk-based managed care programs serving comparable populations.

From the projects list, a minimum of three corporate references is required. DOM will check references during the evaluation process at its option. Each reference shall include the client's name and address, the current telephone number and email address of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by DOM during the evaluation process. DOM reserves the right to contact officials of the client other than those indicated by the Offeror.

The Offeror shall provide for each reference:

- a. Name of company;
- b. Contact person;
- c. Direct Contact telephone number;
- d. Contact email address;
- e. Time period of contract;
- f. Description of work performed;
- g. Public funded contract cost;
- h. Contractual terminations or non-renewals within the past five years;
- i. Alternate contact person;
- j. Alternate contact telephone number; and
- k. Alternate contact email address.

Offeror may submit as many references as desired by submitting as many additional copies of References (**Attachment G of the RFP**), as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets (**Appendix 1 of the RFP**)

completed with a minimum score of nine (9) points for each reference. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least three references are available for interview. DOM staff must be able to contact three references within three business days of proposal due date for scoring purposes. **Offeror to include References as Attachment G in the proposal submission.**

5.3.6 Management Factors – Organization and Staffing

Attachment B: Addendum 5

(Not to exceed 10 pages, excluding résumés)

The Organization and Staffing section shall include the Offeror's comprehensive overview of its project team structure, personnel qualifications, and staffing management strategies. To obtain this, the Offeror shall organize this section as stated below.

1. Project Team Organization and Charts

Provide a clear narrative describing the overarching project team organization. Include detailed organizational charts illustrating the hierarchy, reporting structures, and lines of communication among all proposed personnel, key positions, and any corporate support structures.

2. Staffing Qualifications and Resource Allocations

For each staff person proposed to work on this project, provide a comprehensive summary of their experience and technical qualifications. Additionally, the Offeror shall:

- a. Specify the employment status of all proposed personnel (Full-Time, Part-Time, or Temporary).
- b. Indicate whether each staff member will be wholly dedicated to the resulting contract or shared across other corporate projects.

3. Training and Staff Supervision

Describe the operational approach to managing the project team, including plans to train, educate, alternate, and supervise staff throughout the contract lifecycle.

4. Inter-Rater Reliability

Describe the specific methodologies, protocols, and quality control measures the Offeror will implement to ensure inter-rater reliability among its staff for all deliverables required under this project.

5. Roles and Responsibilities

Detail the operational organization, staffing levels, and anticipated roles of personnel across each distinct phase of the contract (e.g., Operations and Turnover). Clearly identify all proposed key technical team leaders and define their specific responsibilities during each consecutive phase.

6. Subcontractor Management and Qualifications

Disclose and describe the Offeror's relationship with any proposed subcontractors. If no subcontractor indicate "No Subcontractor Proposed". For proposed subcontractors, this subsection must include:

- a. The Offeror's historical experience working with the proposed subcontractors.
- b. The specific management protocols used to monitor subcontractor performance and deliverables.
- c. Professional references, corporate qualifications, and brief biographies for all proposed subcontractor staff.

7. Personnel Continuity and Backup Plan

Detail a comprehensive contingency plan for instances where additional or temporary staff are required to perform contract functions due to unforeseen vacancies or surges in workload. The Offeror must explicitly address retention strategies designed to ensure staff longevity and continuous, stable support for DOM.

8. Key Personnel and Job Descriptions

Provide formal job descriptions for all key personnel positions identified in this RFP. Job descriptions must clearly outline required credentials, core duties, and performance expectations.

9. Key Personnel Résumés and Narratives

Offerors shall submit résumés of all proposed key staff persons - Project Manager, and other key management staff. Experience narratives shall be attached to the résumés describing specific background and experience.

- a. The résumés of proposed personnel shall include:
 - i. Duration and experience as an employee with the Offeror;
 - ii. All experience in working with Medicaid programs;
 - iii. Experience in the type of services to be provided by this RFP;
 - iv. Relevant education and training, including college degrees, dates of completion, and institution name and address; and,
 - v. Names, positions, current addresses, and current phone numbers of a minimum of three people who can give information on the individual's experience and competence. Current DOM staff shall not be submitted for any reference for the above requirements.

- b. In addition to the resume requirements listed above, resumes of proposed managers shall also include:
 - i. Experience in managing large-scale contractual services projects;
 - ii. Other management experience; and,
 - iii. Supervisory experience including details and number of people supervised.

If project management responsibilities are assigned to more than one individual during the project (i.e., management may be changed following implementation), resumes shall be provided for all persons concerned. Each project referenced in a résumé should include the client name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.

Failure to submit the Organization and Staff Management Factors with response may render the Offeror's proposal non-responsive.

5.3.7 Management Factors – Ownership and Financial Disclosure Information
Attachment B: Addendum 6 and Attachment K
(No page limit)

1. Ownership (Attachment B: Addendum 6)

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

- a. Describe all instances where any individual or entity associated with your organization holds a controlling ownership interest (>20% ownership) that could influence your company's decisions or access to information relevant to this engagement and
- b. List any relationships with health plans, providers or industry associations that could be perceived as a conflict of interest.

2. Financial Disclosure (Attachment K)

Financial Disclosure Information shall include audited financial statements for the contracting entity for each of the last three years, including, at a minimum:

- a. Statement of income;
- b. Balance sheet;
- c. Statement of changes in financial position during the last three years;
- d. Statement of cash flow;
- e. Auditors' reports;

- f. Notes to financial statements; and,
- g. Summary of significant accounting policies.

The State reserves the right to request any additional information to assure itself of an Offeror's financial status. **Offeror to include Financial Statements as Attachment K in the proposal submission.**

Failure to submit the Ownership and Financial Disclosure Information Management Factors with response may render the Offeror's proposal non-responsive.

5.3.8 Cost Proposal

Attachment B: Addendum 7

The Cost Proposal shall be completed using the Cost Proposal Worksheet provided in this RFP. Offerors shall provide all pricing required to perform the Contractor Responsibilities and Deliverables identified in **Section 2.0** of the RFP.

Offerors shall propose a firm fixed price for each pricing element contained in the Cost Proposal Worksheet. All proposed pricing shall include all cost necessary to fully perform the requirements of the contract.

In the event any change occurs in Federal or State law, regulations, policies, or Medicaid program requirements prior to awarding a contract under this solicitation, and DOM determines that such changes materially impact proposal pricing, DOM reserves the right to require Offerors to amend their Cost Proposals. The failure of an Offeror to submit an amended Cost Proposal as required may exclude the Offeror from further consideration for contract award. All Cost Proposals shall be based upon the provisions of applicable Federal and State laws and regulations, and DOM's approved Medicaid State Plan in effect on the issuance date of this RFP, unless the RFP is amended in writing to incorporate such changes prior to the proposal due date.

Failure to submit the completed and signed Cost Proposal Worksheet may render the Offeror's proposal non-responsive.

5.3.9 Disclosure of Subcontractor Information

Attachment C

Failure to submit the completed Disclosure of Subcontractor Information form (if applicable) with response may render the Offeror's proposal non-responsive.

5.3.10 DHHS Certification Drug-Free Workplace Attachment D

Failure to submit a fully executed and signed DHHS Certification Drug-Free Workplace form with response may render the Offeror's proposal non-responsive.

5.3.11 Certification Debarment, Suspension, and Other Responsibility Matters Attachment E

Failure to submit a fully executed and signed Certification Debarment, Suspension, and Other Responsibility Matters form with response may render the Offeror's proposal non-responsive.

5.3.12 Proprietary Information Form Attachment F

Failure to submit a fully completed and signed Proprietary Information Form with response may render the Offeror's proposal non-responsive.

1. Confidential/Redacted Version of Proposal

If a proposal contains information the Offeror considers to be confidential commercial or financial data and/or trade secrets exempt from disclosure under the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1), the Offeror must submit one (1) redacted copy of the proposal in addition to the complete, unredacted version. The redacted version must be a single document clearly marked “**PUBLIC COPY**” on the cover page and submitted in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

If an Offeror fails to submit a redacted version, the full unredacted proposal will be treated as a public record and may be released by DOM without notice, at its sole discretion, in accordance with the Mississippi Public Records Act (Miss. Code Ann. § 25-61-1 et seq. and § 79-23-1) or for any other reason. DOM reserves the right to use redacted copies for public transparency purposes, including publication on DOM's website or the Transparency Mississippi portal.

Offerors are solely responsible for ensuring the accuracy and appropriateness of redactions. Improper or excessive redactions—particularly those determined by DOM or the Public Procurement Review Board (PPRB) to have been made in bad faith—may result in disqualification under Section 15 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, effective September 6, 2024.

5.3.13 References

Attachment G

Failure to submit the completed References form with a minimum of three (3) references with response may render the Offeror's proposal non-responsive.

5.3.14 Acknowledgement of Amendments

Attachment H

Failure to submit the signed Amendment Acknowledgement(s) with response may render the Offeror's proposal non-responsive.

5.3.15 Business Associate Agreement

Attachment I

As a mandatory component of your proposal submission, all Offerors must include a fully executed Business Associate Agreement (BAA) with their Proposal. This requirement is necessary to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including the Privacy, Security, and Breach Notification Rules (collectively referred to as the "HIPAA Rules"). An executed BAA is a requirement for proposal submission, but the BAA will not be enforced upon any Offeror unless a valid contract resulting from this RFP is fully executed with DOM.

Failure to submit a fully executed and signed Business Associate Agreement with response may render the Offeror's proposal non-responsive.

5.3.16 Proposal Response Checklist

Attachment J

Failure to submit the completed and signed Proposal Response Checklist with response may render the Offeror's proposal non-responsive.

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6.0 EVALUATION

6.1 Evaluation of Proposals

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

A standard evaluation form will be utilized by the Evaluation Committee to ensure consistency in evaluation criteria.

A maximum of 100 points will be available for each proposal which shall be comprised of a technical, cost, and management proposal. Price is weighted at 35 points and is higher than any other single evaluation factor. The points awarded per phase by the evaluation committee will be totaled to determine the points awarded per proposal.

Evaluation of eligible proposals will be conducted in four phases. The Procurement Officer will determine if the Offeror is responsive to the proposal request in Phase One. The Technical Proposal Evaluation and the Management Proposal Evaluation will be completed in Phase Two. The Cost/Price Proposal Evaluation will be completed in Phase Three. In Phase Four, the Procurement Officer will compile the results of the technical, management, and cost/price evaluations and prepare the Evaluation Committee Report for committee approval and then make a recommendation to the Executive Director of DOM based on the results of the evaluation. The award decision will be made by the Executive Director.

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

The Procurement Officer will review each proposal and transmittal letter to determine whether the Offeror is responsive and responsible. A responsive Offeror is one whose proposal conforms in all material respects to the RFP and meets minimum qualifications, as defined in **Section 1.3**. A responsible Offeror is one that possesses the capability, integrity, and reliability to fully perform the contract requirements. Each proposal will be evaluated to determine (1) whether each Offeror was responsive and provided all information in the format required by the RFP and (2) whether the Offeror is responsible and objectively meets the minimum qualifications set forth in the RFP. Any proposal determined to be non-responsive or submitted by a non-responsible Offeror may be rejected with no further consideration.

The Procurement Officer will determine if a non-responsive or non-responsible proposal is sufficiently responsive or responsible to continue in the evaluation process (**Section 3.3.7**, Minor Informalities and

Irregularities). If necessary, the Procurement Officer may request written clarifications from the Offeror(s) at any time in the Evaluation Process to resolve minor ambiguities or obtain a better understanding of the proposal. Clarifications shall not be used to cure material deficiencies, alter the substance of a proposal, or afford an Offeror an unfair competitive advantage.

Weight/Percentage – Pass/Fail

Proposal Section	Maximum Score
Transmittal Letter	Pass/Fail

6.3 Phase II – Evaluation of Technical Proposal (35 pts / 35%)

Only those proposals which meet the requirements of being responsive and responsible will be considered for the Technical Evaluations Phase.

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

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

Weight/Percentage 35 pts / 35%

Proposal Section/Evaluation Factor	Maximum Score
Executive Summary	Pass / Fail
Methodology	20 pts / 20%
Work Plan and Schedule	15 pts / 15%

6.3.1 Executive Summary / Understanding of Project

The Evaluation Committee will review the Executive Summary to determine if it provides all information required in **Section 5.3.2** of this RFP and is three (3) pages or less in length.

6.3.2 Methodology

The Evaluation Committee will review and evaluate the Offeror's proposed methodology, approach, and processes for performing the services required by this RFP based on the information submitted in response to **Section 5.3.3**. The evaluation will consider the Offeror's demonstrated understanding of the Scope of Work and applicable

regulatory requirements, the soundness and effectiveness of its technical approach, the adequacy of its project management and quality control processes, its ability to manage and secure data, produce required deliverables, coordinate with DOM staff, manage project risks, and successfully perform comparable engagements.

6.3.3 Work Plan and Schedule

The Evaluation Committee will review and evaluate the work plan and schedule to determine if all tasks are included from **Section 5.3.4** of this RFP, and if, for each task, a timeline and an identification of staff positions responsible for the task's accomplishment are indicated. The work plan must provide a logical sequence of tasks and a sufficient amount of time for accomplishment.

6.4 Phase II – Evaluation of Management Proposal (30 pts / 30%)

Only those proposals which meet the requirements of being responsive and responsible will be considered for the Management Proposal evaluations.

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

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

Weight/Percentage 30 pts / 30%

Proposal Section/Evaluation Factor	Maximum Score
Corporate Background and Experience	20 pts / 20%
Organization and Staffing	10 pts / 10%
Ownership and Financial Disclosure Information	Pass / Fail

6.4.1 Corporate Background and Experience

The Evaluation Committee will evaluate the experience, performance on similar contracts, resources, and qualifications of the Offeror, as referenced in **Section 5.3.5**, to provide the services required by the RFP.

6.4.2 Organization and Staffing

The Evaluation Committee will review this section of the Offeror's proposal to determine if the proposed organizational structure and staffing level are sufficient to accomplish the requirements of the RFP, based on the factors in **Section 5.3.6**. The committee will review the organizational chart(s), timelines, the job descriptions including job qualifications, the resumes of staff and their qualifications for the positions they will hold, and the relationship of their past experience to their proposed responsibilities under this contract. The committee will evaluate the explanation of the Offeror regarding the relationship between the Offeror and the Project Manager to determine if they will have sufficient autonomy to make management decisions to improve the Offeror's delivery of services to DOM.

6.4.3 Ownership and Financial Disclosure Information

The Evaluation Committee will review and evaluate the Ownership and Offeror's audited financial statements for the past three years, as referenced in **Section 5.3.7**. By reviewing this section, the evaluation team ensures program integrity and safeguards state funds by identifying potential conflicts of interest and hidden controlling ownerships. Additionally, analyzing the three years of audited financial statements verifies the vendor's long-term financial solvency and operational capacity to handle a large-scale government contract.

6.5 Phase III - Cost Proposal (35 pts / 35%)

Only those proposals that satisfactorily complete the pass/fail sections of Phase Two will be considered for Phase Three. DOM reserves the right to waive minor variances or reject any or all proposals.

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

The maximum 35 points will be assigned to the lowest and best acceptable proposal, based on the total 5-year contract cost as shown at **Attachment B, Cost Proposal Worksheet**. All other proposals will be assigned points based on the following formula:

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

X = Lowest proposed price

Y = Offeror's proposed price

Z = Assigned points

Proposal Section/Evaluation Factor	Maximum Score
Price	35

6.6 Phase IV – Discussions with Offerors and Selection and Award

6.6.1 Discussions with Offerors

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award, but those proposals may be accepted without such discussions.

6.6.2 Selection and Award

After the evaluation committee has completed the evaluation of the proposals, a summary report including all evaluation information will be submitted to the Executive Director of DOM recommending the selected awardee. The Executive Director will make the final decision regarding the winning proposal and will authorize the issuance of the Notice of Intent to Award (NOIA). An Evaluation Committee Report will be made available to the public along with the NOIA.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT A – Transmittal Letter

A form is not provided for this attachment.

Offeror is to submit the Transmittal Letter in narrative form on letterhead following the requirements made in **Section 5.3.1**, including page requirements.

ATTACHMENT B: ADDENDUM 1 – Executive Summary

A form is not provided for this attachment.

Offeror is to submit the Executive Summary in narrative form following the requirements made in **Section 5.3.2**, including page requirements.

ATTACHMENT B: ADDENDUM 2 – Technical Factors – Methodology

A form is not provided for this attachment.

Offeror is to submit Methodology in narrative form following the requirements made in **Section 5.3.3**, including page requirements.

ATTACHMENT B: ADDENDUM 3 – Technical Factors – Work Plan and Schedule

A form is not provided for this attachment.

Offeror is to submit Work Plan and Schedule in narrative form following the requirements made in **Section 5.3.4**, including page requirements.

ATTACHMENT B: ADDENDUM 4 – Management Factors – Corporate Background and Experience

A form is not provided for this attachment.

Offeror is to submit Corporate Background and Experience in narrative form following the requirements made in **Section 5.3.5**, including page requirements.

ATTACHMENT B: ADDENDUM 5 – Management Factors – Organization and Staffing

A form is not provided for this attachment.

Offeror is to submit Organization and Staffing in narrative form following the requirements made in **Section 5.3.6**, including page requirements.

ATTACHMENT B: ADDENDUM 6 – Management Factors – Ownership and Finance Disclosure Information

A form is not provided for this attachment.

Offeror is to submit Methodology in narrative form following the requirements made in **Section 5.3.7**, including page requirements.

ATTACHMENT B: ADDENDUM 7 – Cost Proposal Worksheet

External Quality Review Organization (EQRO) Cost Proposal Worksheet			
Name of Offeror:			
Operations Cost	Monthly Cost	Annual Cost (Monthly*12)	3-year Cost (Monthly*36)
Initial 3-year Contract			
Optional Year 1			
Optional Year 2			
TOTAL 5-YEAR CONTRACT TERM COST (Add 3-year Cost plus Optional Year 1 and Year 2 Annual Cost)			
As-Needed Deliverables	Unit Cost (per report)	Est. Number of Reports per Contract Year	Deliverable Total Cost (unit cost* no. of reports per contract year* 5 years)
Protocol 7 - Recommendation and Calculation of Additional Performance Measures (annual report)		1	
Protocol 9 - Focus Studies of Health Care Quality (two (2) per contract year)		2	
Protocol 10 - Quality Rating System (QRS) of MCOs for QRS website (est. two (2) per contract year)		2	
TOTAL OF AS-NEEDED DELIVERABLES (Add the Deliverable Total Cost for each report type)			
OVERALL 5-YEAR CONTRACT TOTAL (Add Total 5-yr Contract Term Cost and the Total of As-Needed Deliverables)			

PROPOSAL FORM

Offerors shall not include any additional charges or additional line items in this proposal form. Any additional charges included on a proposal form will result in the proposal being deemed non-responsive, and the proposal will thereby be rejected.

CERTIFICATIONS

By signing below, the Company Representative certifies that they have authority to bind the company and further acknowledges on behalf of the company:

- | | |
|---|---|
| 1 | That they have thoroughly read and understand this RFP and the attachments thereto. |
| 2 | That the company meets all requirements and acknowledges all certifications contained in this RFP and the attachments thereto. |
| 3 | That the company agrees to all provisions of this RFP and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this RFP as required by the <i>Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations</i> . |
| 4 | That the company will perform, without delay, the services required at the prices submitted in this Cost Proposal Worksheet (Attachment B: Addendum 7) . |
| 5 | That, to the best of its knowledge and belief the cost or pricing data submitted is accurate, complete, and current as of the submission date. |
| 6 | That the company has, or will secure, at its own expense, applicable licensed and certified personnel or personnel with requisite credentials who shall be qualified to perform the duties required to be performed under this RFP; and |
| 7 | That the company can and will meet all required laws, regulations, and/or procedures related to services noted at Section 2.0 and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Furthermore, if the company is the successful Offeror and the services and deliverables, etc., provided are later determined to be noncompliance with applicable federal or state laws and regulations in effect at the time of delivery, the Company shall bear full responsibility for all costs required to bring such services or deliverables into compliance. |

NON-DEBARMENT

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

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By providing a proposal, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any collusion, consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

Failure to sign the cost proposal form will result in the proposal being rejected as non-responsive.

Authorized Signature	
Printed Name	
Title	
Company Name	
Date	

Modifications or additions to any portion of this proposal document will be cause for rejection of the proposal.

ATTACHMENT C – Disclosure of Subcontractor Information

DISCLOSURE OF SUBCONTRACTOR INFORMATION

Include information about subcontractors of the Offeror in which the Offeror or owner of the Offeror has a more than 5% ownership interest and/or a management control interest. Use a new form for each subcontractor and/or ownership interest. Use a copy of this page for each subcontractor subject to disclosure.

This response applies to: ☐ The Offeror ☐ An Owner of the Offeror

If this applies to an owner of the Offeror, name that owner:

The person or entity named as an: ☐ Ownership Interest ☐ Management Control Interest

If there is an ownership interest, what is the ownership percentage? _____ %

If there is a management control interest, describe that interest:

Effective Date of Ownership and/or Management Control:

Legal Business Name of Subcontractor as Reported to the Internal Revenue Service:

Doing Business as Name (if applicable):

Tax Identification Number (required):

Primary Business Address

Line 1 (Street Name and Number):

Address Line 2 (Suite, Room, etc.):

City:

State:

Zip Code:

County:

Mailing Address (P.O. Box):

City:

State

Zip Code:

County:

Additional Business Location(s): Duplicate this page to provide all locations if necessary.

Address Line 1:

Address Line 2:

City:	State:	Zip Code:	County:
Business Location			
Address Line 1:			
Address Line 2:			
City:	State:	Zip Code:	County:
Business Location			
Address Line 1:			
Address Line 2:			
City:	State:	Zip Code:	County:

Are any individuals disclosed above related to the subcontractor or an owner of the subcontractor as a spouse, parent, child, or sibling? ☐ Yes ☐ No

If yes, provide the following information for each.

Name of Subcontractor/ Subcontractor's Owner	Name of Offeror's Owner	Relationship

ATTACHMENT D - DHHS Certification Regarding Drug-Free Workplace Requirements

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

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

- 1) This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 382, Requirements for Drug-Free Workplace (Financial Assistance), and 2 CFR Part 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance). The regulations require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the DHHS determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee shall keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- 3) Workplace identifications shall include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- 4) If the workplace identified to DOM changes during the performance of the grant, the grantee shall inform DOM of the change(s), if it previously identified the workplaces in question (see above).
- 5) Definitions of terms in 2 CFR Part 180(OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)) and 2 CFR Parts 182 and 382 (Drug-Free Workplace Requirements) apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

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

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

- 6) "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).
- 7) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantee's policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- e) Notifying DOM in writing, within 10 calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- h) Complying with all provisions 2 CFR Parts 180, 182 and 382.

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

- a) Place of Performance (street address, city, county, state, zip code)
- b) Check if there are workplaces on file that are not identified here.

NOTE: Federal agencies may designate a central receipt point for statewide and state agency-wide certifications and notifications of criminal drug convictions. Any required notifications shall be submitted in accordance with instructions provided by the applicable federal awarding agency.

Organization:	
Signature:	
Title:	
Date:	

ATTACHMENT E - DHHS Certification Regarding Debarment, Suspension and Other Responsibility Matters

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Primary Covered Transactions 2 CFR Part 376,

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

Organization:	
Signature:	
Title:	
Date:	

ATTACHMENT F – Proprietary Information Form

Designation of this form is required (**Select One**)

By designation and your signature below, you indicate that you understand that failure to clearly mark or designate proprietary information within the response to this solicitation as identified may result in disclosure of such information as it will be subject to review by the public after award of the contract. For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

☐	Offeror hereby certifies that the complete unredacted copy of its submission may be released as a public record by DOM at any time without notice to Offeror. The Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its submission as provided in Mississippi Code Annotated § 25-61-9(1)(a). The submission contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. An Offeror who selects this option but submits a redacted copy of its submission may be deemed non-responsive.
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☐	Along with a complete copy of its submission, Offeror has submitted a second copy of the submission document in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets are redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if DOM or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the submission which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that DOM may release the redacted copy of the submission document at any time as a public record without further notice to the Offeror. An Offeror who selects this option but fails to submit a redacted copy of its submission may be deemed non-responsive.
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Each page of the response considered by the respondent to contain trade secrets or other confidential commercial / financial information should be marked in the upper right-hand corner with the word “CONFIDENTIAL” and the related information should be redacted in black. The redacted copy of the submission should be in a single document and shall be clearly labeled “PUBLIC COPY” on the cover page. This copy should be in a searchable Microsoft Word or Adobe Acrobat (PDF) format. To the extent possible, confidential information should be redacted sentence by sentence unless all content on the page is clearly confidential under the law. Any pages not marked accordingly will be subject to review by the public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

Statutory Authority	Proprietary Page Numbers / Parts

Signature of Authorized Official

Date

Name of Organization

ATTACHMENT G – References

REFERENCES

Reference 1
Name of Company:
Contact Person:
Contact Telephone Number:
Contact Email Address:
Time Period of Contract:
Description of Work Performed:
Public Funded Contract Cost:
Terminations or Non-Renewals Within the Past Five (5) Years:
Alternate Contact Person:
Alternate Contact Telephone Number:
Alternate Contact Email Address:
Reference 2
Name of Company:
Contact Person:
Contact Telephone Number:
Contact Email Address:
Time Period of Contract:
Description of Work Performed:
Public Funded Contract Cost:
Terminations or Non-Renewals Within the Past Five (5) Years:
Alternate Contact Person:
Alternate Contact Telephone Number:
Alternate Contact Email Address:
Reference 3
Name of Company:
Contact Person:
Contact Telephone Number:
Contact Email Address:
Time Period of Contract:
Description of Work Performed:
Public Funded Contract Cost:
Contractual Terms or Non-Renewals Within the Past Five (5) Years:
Alternate Contact Person:
Alternate Contact Telephone Number:
Alternate Contact Email Address:

Review the reference requirements in **Section 5.3.5(2)**. The Offeror may submit as many references as desired by submitting as many additional copies of **Attachment G, References**, as deemed necessary. References will be contacted and Reference Survey Score Sheets completed. Offerors are encouraged to submit additional references to ensure that at least two references are available, and all RFP requirements are met.

ATTACHMENT H – Acknowledgement of Amendments

Offeror is to attach all amendments of this Request for Proposal as **Attachment H**.

All amendments shall be acknowledged by signing and required for submission as **Attachment H**.

ATTACHMENT I – Business Associate Agreement

Offeror is to complete the Business Associate Agreement (BAA) as **Attachment I**.

The Business Associate Agreement is provided, along with the RFP, as a separate stand-alone document at the following location:

<http://www.medicaid.ms.gov/resources/procurement/>

ATTACHMENT J - Proposal Response Checklist

All Attachments are to remain unmodified.

Offeror Name:		✓	N/A
PRE-SUBMISSION CONFERENCE			
1	Pre-Submission Conference Mandatory Attendance Date: <i>Not Applicable for this Procurement</i>		
QUESTIONS / CLARIFICATIONS			
2	Questions or Clarifications regarding RFP submitted to: procurement@medicaid.ms.gov . Due Date: Tuesday, August 18, 2026, by 2:00 p.m. CT		
ACKNOWLEDGEMENT OF AMENDMENTS			
3	Amendment – Answers to Questions are received and acknowledgement of receipt has been submitted to: procurement@medicaid.ms.gov Due Date: Notated on Acknowledgement of Receipt Form		
SHAREPOINT ACCESS REQUEST			
4	Attachment L – SharePoint Access Request (Signature Required) submitted to: procurement@medicaid.ms.gov . Due Date: Wednesday, September 9, 2026, by 2:00 p.m. CT		
SHAREPOINT REGISTRATION VERIFICATION			
5	Offeror verifies receipt of SharePoint registration for Proposal Submission and has accessed the site. (Assistance must be requested at least two (2) business days prior to due date.)		
PROPOSAL SUBMISSION PACKET			
6	a	Attachment A – Transmittal Letter (Signature Required)	
	b	Attachment B: Addendum 1 - Executive Summary	
	c	Attachment B: Addendum 2 - Methodology	
	d	Attachment B: Addendum 3 - Work Plan and Schedule	
	e	Attachment B: Addendum 4 - Corporate Background and Experience	
	f	Attachment B: Addendum 5 - Organization and Staffing	
	g	Attachment B: Addendum 6 - Ownership and Financial Disclosure Information*	
	h	Attachment B: Addendum 7 - Cost Proposal Worksheet (Signature Required)	
	i	Attachment C – Disclosure of Subcontractor Information (if required).	
	j	Attachment D – DHHS Certification Drug-Free Workplace (Signature Required)	
	k	Attachment E – Certification Debarment, Suspension, and Other Responsibility Matters (Signature Required)	
	l	Attachment F – Proprietary Information Form (Signature Required)	

		If redacted copy is submitted, it is clearly marked “Public Copy”. Submitted in searchable format and not password protected. Provide the required indication for Public Records release.		
	m	Attachment G – References You must provide a minimum of three references and DOM must be able to contact references within 3 days of proposal opening.		
	n	Attachment H – Amendment Acknowledgements (if applicable) MUST be acknowledged and returned with proposal (Signature Required)		
	o	Attachment I – Business Associate Agreement (Signature Required)		
	p	Attachment J – Proposal Response Checklist (Signature Required)		
	q	Attachment K - Financial Disclosure Information*		
	r	Follow the proposal submission format for all required documents. Ensure each page of the proposal and attachments are numbered and identified with the Offeror’s name in the header, with the exception of financial statements and other pre-existing documents.		
7		Unredacted and redacted proposal responses (if Offeror submits a redacted copy) are to be submitted via SharePoint ONLY as separate PDF files. Both files must be in a searchable format and must not include any embedded web links. Proposal submissions must be received by the due date and time. Email submissions will not be accepted. Due Date and Time: Friday, September 18, 2026, by 2:00 p.m. CT		

*Financial Disclosure Information will be documented as **Attachment K** since it will not be required to be numbered.

Proposal submitted by: _____

Authorized Signature

Date

ATTACHMENT L – SharePoint Access Request

EXTERNAL QUALITY REVIEW ORGANIZATION (EQRO) RFP # 20260731

The Offeror must submit this document, via email in PDF format, no later than **2:00 p.m. CT, September 9, 2026**, to email address: procurement@medicaid.ms.gov.

Company Name:	Address:
Address:	
AUTHORIZED CONTACT INFORMATION	
Authorized Contact:	Authorized Contact Title:
Authorized Contact Phone Number:	Authorized Contact Email Address:
SUBMISSION EMAILS OF THE PROPOSAL TO SHAREPOINT SITE (ONE EMAIL ADDRESS IS PREFERRED – SHARED EMAILS NOT ACCEPTED)	
Email Address #1:	Email #2 (optional):

By submitting this Access Request Form, the Offeror acknowledges the following:

- The Offeror understands that submitting this Access Request Form does not obligate it to submit a proposal.
- If the Offeror does submit a Proposal, the Offeror will follow the format required within the RFP.
- The Offeror understands that the **Proposal must be submitted via SharePoint no later than 2:00 p.m. CT, September 18, 2026.** The Offeror understands that it bears all risks of timely delivery.
- **The Offeror understands that failure to timely submit its proposal may disqualify the Offeror from participating in the submission.**

To prevent last minute registration/submission issues in SharePoint on proposal due date, assistance must be requested ***at least two (2) days*** prior to proposal due date.

Name (Submission by):	Title:
Signature:	Date:

APPENDIX 1 – Reference Survey Score Sheet (Sample Copy Only)

TO BE COMPLETED BY DOM STAFF ONLY			
Name of Offeror:		Procurement:	External Quality Review Organization (EQRO)
Company Name of Reference:		Date/Time Contacted:	
Person Contacted:		Title/Position:	
Contact Email:		Contact Phone Number:	

The Mississippi Division of Medicaid (DOM) requests past performance information on contractors. The Entity listed above has listed you as a client for which they have previously performed work. DOM appreciates your time in completing this form where you will be asked general project information and yes/no questions regarding your satisfaction in the Offeror's current and/or past performance with your entity.

Project Name:		Service Dates:	
Project Objective:			
Project Cost:			

	QUESTIONS	RESPONSE (select one)		EXPLANATION
1	Satisfied with Contractor's Corporate experience relevant to the project? If no, please explain.	Yes	No	
2	Satisfied with the ability to implement the project within budget and on time? If no, please explain.	Yes	No	
3	Satisfied with the ability to obtain contract goals and objections? If no, please explain.	Yes	No	
4	Satisfied with the ability to adhere to contract requirements? If no, please explain.	Yes	No	
5	Satisfied with ability to assess project risks and provide solutions? If no, please explain.	Yes	No	

6	Satisfied with the ability to operate the day-to-day functions of the project? If no, please explain.	Yes	No	
7	Was Contractor easy to work with when scheduling meetings/services? If no, please explain.	Yes	No	
8	Satisfied with the ability to communicate with your organization's staff members? If no, please explain.	Yes	No	
9	Would you enter a contract with this Contractor again? If no, please explain.	Yes	No	
10	Would you recommend this Contractor? If no, please explain.	Yes	No	

Each "Yes" is one point; each "No" is zero points. Offeror must have a minimum score of 9 from each of the two references (total of 18 points) to be considered responsible and for its proposal to be considered.

SCORE: _____

11	Do you have any business, professional or personal interest in the Offeror's organization? If yes, please explain.	Yes	No	
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A "Yes" to Question 11 above may result in automatic disqualification of the provided reference; therefore, result in a score of zero as responses to previous questions become null and void.

Note:

APPENDIX 2 – Acronyms Used in the Protocols

ACRONYMS

Acronym	Description
ANA	Annual Network Adequacy
AQS	Annual Quality Survey
BAA	Business Associate Agreement
CAHPS®	Consumer Assessment of Healthcare Providers and Systems
CAP	Corrective Action Plan
CFR	Code of Federal Regulations
CHIP	Children’s Health Insurance Program
CMS	Centers for Medicare & Medicaid Services
DOM	Mississippi Division of Medicaid
DSS	Decision Support System
DUA	Data Use Agreement
ECHO	Experience of Care and Health Outcomes
EPSDT	Early and Periodic Screening, Diagnostic, and Treatment
EQR	External Quality Review
EQRO	External Quality Review Organization
FTE	Full Time Equivalent
HEDIS®	Healthcare Effectiveness Data and Information Set
HIPAA	Health Insurance Portability and Accountability Act
ILOS	In Lieu of Services or Settings
IRR	Inter-Rater Reliability
MAC	DOM Medicaid and CHIP
MCO	Managed Care Organization
MHPAEA	Mental Health Parity and Addiction Equity Act
NCQA	National Committee for Quality Assurance
NET	Non-Emergency Medical Transportation
OPSCR	Office of Personal Service Contract Review
PDV	Provider Data Validation
PEF	Provider Enrollment File
PIP	Performance Improvement Project
PPRB	Public Procurement Review Board
QA	Quality Assurance
QAPI	Quality Assessment and Performance Improvement
QI	Quality Improvement
QIP	Quality Improvement Program
QRS	Quality Rating System

QS	Quality Strategy
RFP	Request for Proposal
RFx	Request for X
SDP	State Directed Payment
SPA	State Plan Amendment
SUD	Substance Use Disorder
UM	Utilization Management

APPENDIX 3 – MCO Additional Required Reporting

MANAGED CARE ORGANIZATION (MCO) ADDITIONAL REQUIRED REPORTING

In addition to the reporting requirements noted in Section 2.0, this schedule outlines the submission deadlines for manual reports due from the Managed Care Organization (MCO) to the Division of Medicaid (DOM). Additionally, the Contractor must review each submitted required reporting document within 60 calendar days of its receipt from DOM.

MISSISSIPPI COORDINATED ACCESS NETWORK MississippiCAN			
Reporting Manual Report	Scope of Deliverable	Frequency	Due Date
Call Center	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Monthly	5th business day of the second month after the reporting period
Call Center Audit	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	15th business day after the close of the quarter
Disenrollment Survey	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or	Annual	Yearly, on or before Aug. 1st

	additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.		
Disenrollment Survey Results	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	30th business day after the close of the quarter
Encounter Data Completeness Plan	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before January 15th of the calendar year following the reporting period.
Healthcare Experience	Review the CAHPS survey from the MCOs and provide a summary of the review, findings and recommendations.	Annual	Yearly, on or before Sept. 30th
NET Provider Record Inspections	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	30th calendar day after the close of the quarter
New Member Card	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the	Monthly	5th business day of the month following the reporting period

	MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.		
Provider Appointment Availability	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	30th calendar day after the close of the quarter
Provider Appointment Availability	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	On or before April 1st of each year
Provider Satisfaction Survey Questions and Methodology	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before March 1st
Provider Satisfaction Survey Results	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall	Annual	At least 90 calendar days following the completion of the survey and no later than Dec. 1st

	provide a Summary of the review, findings and recommendations.		
Quality Management Program Description	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before Aug. 1st
Quality Management Program Evaluation	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before Aug. 1st
Quality Management Work Plan and Updates	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	30th calendar day after the close of the quarter
Quality Management Work Plan and Updates	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly on or before August 1st

Utilization Management Program Description	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before Aug. 1 st
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MISSISSIPPI CHILDREN'S HEALTH INSURANCE PROGRAM CHIP			
Reporting Manual Report	Scope of Deliverable	Frequency	Due Date
Call Center	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Monthly	5th business day of the second month after the reporting period
Call Center Audit	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall	Quarterly	15th business day after the close of the quarter

	provide a Summary of the review, findings and recommendations.		
Disenrollment Survey	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before August 1 st
Disenrollment Survey Results	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	30th business day after the close of the quarter
Encounter Data Completeness Plan	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before January 15th of the calendar year following the reporting period
Healthcare Experience	Review the CAHPS survey from the MCOs and provide a summary of the review, findings and recommendations.	Annual	Yearly, on or before September 30th
New Member Card	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the	Monthly	5th business day of the month following the reporting period

	MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.		
Provider Appointment Availability	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	30th calendar day after the close of the quarter
Provider Appointment Availability	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	On or before April 1st of each year
Provider Satisfaction Survey Questions and Methodology	The Contractor shall conduct annual Provider satisfaction surveys. The Contractor must create and submit a draft survey including questions and methodology to DOM by March 1 for the current calendar year.	Annual	Yearly, on or before March 1st
Provider Satisfaction Survey Results	The results of the surveys and action plans derived from these results must be filed with DOM at least ninety (90) calendar days following the completion of the	Annual	Yearly, on or before December 1st

	surveys and no later than December 1 for the current calendar year. DOM will publish all Provider Satisfaction Survey results for each line of business covered by the managed care contract on DOM's website.		
Quality Management Program Description	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before August 1st
Quality Management Program Evaluation	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before August 1st
Quality Management Work Plan and Updates	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Quarterly	30th calendar day after the close of the quarter

Quality Management Work Plan and Updates	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly on or before August 1st
Utilization Management Program Description	Review this MCO report that is submitted to DOM as required by the managed care contract. The Contractor shall work with the MCO, if needed, with any questions or additional requests. The Contractor shall provide a Summary of the review, findings and recommendations.	Annual	Yearly, on or before August 1st