



MISSISSIPPI DIVISION OF
MEDICAID

INVITATION FOR BIDS
NON-EMERGENCY TRANSPORTATION (NET)
BROKERAGE SERVICES

IFB #20230113
RFX #3160005602

Issue Date:
January 13, 2023

Bid Coordinator:
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Closing Date & Time:
Bids must be received by 2:00 pm, March 23, 2023

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

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1.0 PROCUREMENT OVERVIEW

1.1 Purpose

The Mississippi Division of Medicaid (DOM) Office of Procurement issues this Invitation for Bid (IFB) to solicit offers from qualified, experienced, responsible, and financially sound entities to provide Non-Emergency Transportation (NET) Brokerage Services to ensure fee-for-service (FFS) Medicaid beneficiaries have access to transportation to Medicaid covered services when no other means of transportation is available. DOM seeks a qualified entity to develop, implement, administer, and operate a NET Brokerage Program, including but not limited to the receipt, authorization, coordination, scheduling, management, and reimbursement of NET Services for FFS beneficiaries. The NET Brokerage Program offered by the qualified entity should be administered in the most cost-effective manner and be in accordance with 42 C.F.R. § 440.170(a)(4).

The mission of the NET Brokerage program is to provide high quality, reliable coordination of transportation services to facilitate access to Medicaid covered services and improve health outcomes for persons eligible for the Mississippi Medicaid program. The objectives of the NET Brokerage program are to ensure that transportation services made available through the program are:

1. Similar in scope and duration throughout the State;
2. Consistent with the best interest of the State's Medicaid beneficiaries; and
3. Prompt, effective and efficient.

NET services are available to individuals eligible for Medicaid when these persons have demonstrated that they have no other means of available transportation to utilize in accessing Medicaid covered services that are rendered by an enrolled Mississippi Medicaid provider.

The Contractor shall use technologies to:

- Operate an effective and efficient NET Program;
- Deliver the appropriate level of transportation services to meet the needs of Mississippi Medicaid beneficiaries that range from routine to complex transportation needs;
- Achieve and maintain on-time performance for both A and B trip legs;
- Streamline and simplify the NET program;
- Ensure reliability, responsiveness, and accountability;
- Track NET providers in real-time using GPS technology which also alerts beneficiaries of the driver's location and estimated time of pick-up;
- Maximize efficiencies;
- Solicit, track and report on beneficiary and provider experience;
- Implement innovative solutions to address the needs of high volume and/or high-cost services or beneficiaries;
- Implement innovative transportation solutions for individuals with complex medical conditions;
- Identify and address service gaps in geographic areas identified as transportation deserts;
- Continuously track and analyze data to improve the provision of services; and

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- Provide DOM with access to real-time dashboard data and analytics with the ability to export data.

The DOM NET Brokerage Program operates under the authority of 42 C.F.R. § 440.170. This is a State Plan Brokerage option and regulations regarding Prepaid Ambulatory Health Plans (PAHPs) as defined in C.F.R. Part 438 are not applicable to this program. All Bidders must acknowledge and agree this IFB is not for a PAHP.

The Mississippi Medicaid State Plan will be updated as necessary and appropriate to reflect the payment methodology and requirements of this IFB.

Mississippi Coordinated Access Network Program: January 1, 2011, DOM implemented a managed care program for certain Mississippi Medicaid beneficiaries called Mississippi Coordinated Access Network (MississippiCAN). Beneficiaries eligible for MississippiCAN enroll with a Coordinated Care Organization (CCO), through which they access covered MississippiCAN Program services. The CCOs are responsible for handling NET services for beneficiaries in the MississippiCAN program. (Note: NET is not a covered service under CHIP).

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

1.1.1 Background Information

The Division of Medicaid currently utilizes a transportation broker for the administration and operation of NET services for its fee-for-service (FFS) program. The NET Broker is responsible for ensuring that only eligible Medicaid beneficiaries receive transportation services to Mississippi enrolled Medicaid providers for covered medically necessary services. Beneficiaries excluded from the NET Broker program include:

- a) Residents of a nursing facility, intermediate care facility for individuals with intellectual disabilities, or psychiatric residential treatment facility;
- b) Qualified Medicare Beneficiaries (QMB);
- c) Specified Low-Income Beneficiaries (SLMB);
- d) Qualified Individuals (QI);
- e) Qualified Working Disabled Individuals (QWDI);
- f) Family Planning Waiver Beneficiaries; and
- g) Beneficiaries enrolled in the Mississippi Coordinated Access Network (MSCAN) program.

NET services not included in the NET Broker program include transportation provided by Prescribed Pediatric Extended Care (PPEC) facilities, and NET ambulance hospital-to-hospital transports.

1.2 Authority

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

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

Section 6083 of the Deficit Reduction Act of 2005 (DRA) (Pub. L. 109-171, February 2006), allows States to implement a Non-Emergency Medical Transportation Brokerage Program to provide transportation to Medicaid beneficiaries who need access to medical care but have no other means of transportation. Language within this IFB defines requirements as mandated by Section 6083, Section 1902(a)(70) of the Social Security Act, federal regulations published at 42 C.F.R. § 440.170(a), as well as state law requirements.

In addition, Section 1902(a)(30)(A) of the Social Security Act (42 USC §1396a(a)(30)(A)), as amended, requires that State Medicaid Agencies provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure “efficiency, economy, and quality of care.”

1.3 Bid Submission Requirements

Bids shall be submitted electronically through a SharePoint site maintained by DOM. It is the responsibility of the Bidder to ensure timely submission of its bid. Access will be given to the Bidder through one individual’s email address, which must be included in the Bidder’s Mandatory Letter of Intent, Attachment B. Bidder is only able to see the folder for their company in SharePoint. Bidder may upload test documents to the SharePoint site that will not be evaluated. The Bidder should name these files clearly, using a file name such as TEST DOCUMENT so that the Office of Procurement will not include these documents in its review. Test documents cannot be deleted due to security settings in place in SharePoint. If there are questions about the use of the SharePoint portal for submission, email grant.banks@medicaid.ms.gov and the Procurement team at: procurement@medicaid.ms.gov. To prevent last minute registration/submission issues, assistance must be requested at least two (2) business days prior to the IFB due date.

Once Bidders have uploaded their test documents and/or bid responses to SharePoint, they may ask DOM to verify receipt of responses by emailing procurement@medicaid.ms.gov.

If the Bid contains confidential information that is excluded from the scope of the public records act, one (1) redacted copy/file of the Bid, in a single document, shall be submitted and shall be clearly labeled “PUBLIC COPY” on the cover page. This file should be in a searchable Microsoft Word or Adobe Acrobat (PDF) format. If a Public Copy is not submitted, DOM shall consider the entire Bid to be a public record that does not contain any confidential information. Each page upon which confidential information appears shall be clearly marked as containing confidential information and the confidential information shall be redacted. The confidential

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material shall be redacted in such a way as to allow the public to determine the general nature of the material removed, and redactions shall be limited to only the confidential information. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Offeror shall not identify the entire Bid as confidential. The provisions of the contract that contain the commodities purchased or 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 as required under Miss. Code §25-61-9(7). The Public Copy shall also include a privilege log, which shall be located behind the cover page, and the privilege log shall show the page number of the redaction, a description of the redacted information, and the reason and authority for the redaction (i.e. Confidential Commercial Information (Miss. Code §25-61-9 and Miss. Code §79-23-1), Confidential Financial Information (Miss. Code §25-61-9 and Miss. Code §79-23-1), etc.)

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

1.4 Public Opening

The Office of Procurement shall hold a public opening of sealed bids at **3:00 p.m., Thursday, March 23, 2023**. Bidders are invited to attend in person or virtually.

Bids shall be opened in the **9th floor conference room** at the Walter Sillers Building, 550 High Street, Jackson, MS. If you are unable to attend in person, DOM is providing the following link and conference line.

[Click here to join the meeting](#)

Dial in: 1-769-230-0549

Phone Conference ID: 892 352 828#

1.5 Anticipated Timeline

Date	Process
January 13, 2023	Release IFB
February 1, 2023	Deadline for Written Questions
February 1, 2023	Deadline for Mandatory Letter of Intent
No later than March 2, 2023	Response to Questions Posted
March 23, 2023	Bid Deadline
March 23, 2023	3:00 pm Public Bid Opening

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No later than April 10, 2023	Website Posting of Notice of Intent to Award
No later than April 17, 2023	Debriefing Request Deadline
No later than April 19, 2023	Protest Deadline
June 8, 2023	Contract Start (Implementation begins)
October 1, 2023	Operational Phase begins

1.6 Expenses Incurred in Preparing Bid

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

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

DOM specifically reserves the right to reject any or all bids received in response to the IFB, cancel the IFB in its entirety, or issue another Solicitation.

1.8 Eligibility and Minimum Qualifications

1.8.1 Organizations Eligible to Submit Bids (Attachment C – Bid Form)

To be eligible to submit a bid, a Bidder shall certify to each requirement as specified in “**Attachment C – Bid Form**”, by signing and acknowledging the statements in the bid form.

1.8.2 Minimum Qualifications (Attachment C: Addendum 1)

Bidders shall be deemed responsive if all the following minimum qualifications are met. Bidders shall provide written, detailed responsible validation describing Bidder’s ability to meet each of the following qualifications as an addendum to **Attachment C entitled, “Attachment C: Addendum 1: Minimum Qualifications”**.

1. The Bidder shall have a minimum of five (5) years experience in the prior 10 years serving as a contracted vendor performing NET Broker services for a governmental entity for a population of at least 100,000 lives. NET Broker services are defined as services to establish a network of net providers and to authorize, coordinate, schedule, manage and reimburse for NET services. Experience is defined as establishing a network of NET providers, authorizing, coordinating, scheduling, managing and reimbursing for NET services.
2. In response to the requirements of 1.8.2(1), the Bidder shall provide a project experience list identifying a minimum of three (3) NET Brokerage program projects in the prior 10 years which demonstrate Bidder’s experience for a minimum period of 5 years in operating all aspects of a NET Brokerage program identified in 1.8.2(1) for a governmental business for a population of at least 100,000 lives. Additional experience may also be listed, but the bidder should clearly identify the experience directly related to meeting the minimum qualifications.

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3. The Bidder shall provide reference contacts from at least three business clients for the immediate past five years in Attachment E, References. At least two of the references must be from the experience the bidder identified in 1.8.2 (2) as meeting the minimum qualifications. Bidder may submit as many reference contacts as desired by submitting additional copies of Attachment E. Reference contacts shall be contacted in order listed until two (2) references identified as meeting the minimum qualifications have been contacted and Reference Survey Score Sheets are completed. No further references shall be contacted; however, Bidders are encouraged to submit additional references to ensure that at least two references are available for interview. DOM staff shall be able to contact two references within three business days of bid opening or the Bidder may be rejected.

These Bidder-provided references shall be familiar with and be able to speak to the Bidder's abilities as it relates to Bidder's past or current performance. The Bidder is solely responsible to ensure that reference contact information is correct and current and that the reference contact has the knowledge and authority to speak to the Bidder's performance on past or current projects for this reference check.

Bidder must score a minimum of nine (9) points on each Reference Survey Score Sheet to be utilized by DOM Procurement staff when interviewing Bidder-provided references. A total reference score of 18 points (combined minimum scoring of nine (9) points for each of the individual Reference Survey Score Sheets) is required to be considered responsive and/or responsible.

4. Bidder shall provide a list of current litigation and any closed litigation within the last 5 years for contractual services for performing NET Broker services.
5. Financial Stability or Solvency: To demonstrate Bidder's financial stability and solvency, each Bidder shall submit copies of the most recent years independently audited financial statements as well as financial statements for the preceding three years if they exist. The submission must include the auditor's opinion, the balance sheet, and statements of income, statement of owner's equity, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Bidder must state the reason and, instead submit sufficient information to enable DOM to assess the financial stability or solvency of the Bidder, including but not limited to, financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this IFB. Follow submission format for financial statements at **Section 3.5.5**.

Bidders must respond to each requirement by fully describing the manner and degree by which the bid meets or exceeds these qualifications. If a Bidder is unable to meet or exceed these qualifications, then the Bidder may be deemed non-responsive and its Bid may be disqualified.

1.8.3 Capability to Provide Services (Attachment C: Addendum 2)

In order for a bid to be deemed Responsive, Bidder shall provide written descriptions that demonstrate its capability to meet the requirements as outlined in **Section 2: Scope of Services**, as a narrative addendum to Attachment C entitled, "**Attachment C: Addendum 2: Capability to Provide Services**".

Bidder’s narrative addendum shall contain written descriptions that demonstrate Bidder’s capability to meet each NET Brokerage service requirement as outlined in **Section 2.1 through Section 2.28** of this IFB.

1.9 Details of Submission

1.9.1 Bid Form (Attachment C)

All pricing shall be submitted on the **Bid Form (Attachment C)**, which includes bid certifications. Failure to complete and/or sign the bid form may result in the Bidder being determined non-responsive. Costs included elsewhere in the Bidder’s submission will not be considered costs for the contract and will not be paid. The narrative required in **1.8.2 Minimum Qualifications** and **1.8.3 Capability to Provide Services** must be included with the Bid Form submission to be considered complete.

1.10 Procedure for Submitting Questions

Questions shall be submitted no later than **2:00 p.m. Central Standard Time Zone, February 1, 2023**, using the Question and Answer template found at <https://medicaid.ms.gov/resources/procurement>. Questions must be submitted using the referenced template and sent via e-mail to: procurement@medicaid.ms.gov, with the subject line: **Non-Emergency Transportation Services – Questions and Answers**. Written answers shall be available no later than **5:00 p.m. Central Standard Time Zone, March 2, 2023** 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. Questions and answers shall become part of the final contract as an attachment. Written answers provided for the questions are binding. DOM’s responses to questions will be treated as amendments to the IFB and will require acknowledgment.

Questions should be sent to:

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

or

Email: Procurement@medicaid.ms.gov

1.11 Acknowledgement of Amendments

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

1.12 Type of Contract

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

1.13 Written Bids

All bids shall be in writing.

1.14 Accuracy of Statistical Data

If applicable, all statistical information provided by DOM in relation to this IFB represents the best and most accurate information available to DOM from DOM records at the time of the IFB preparation. DOM, however, disclaims any responsibility for the inaccuracy of such data. Should any element of such data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for contract rejection by any Bidder. Neither shall such inaccuracy constitute a basis for renegotiation of any payment rate after contract award. Statistical information concerning DOM operations is available on DOM's website.

1.15 Electronic Availability

The materials listed below are on the Internet for informational purposes only. This electronic access is a supplement to the procurement process and is not an alternative to official requirements outlined in this IFB.

This IFB, any amendments thereto, and IFB Questions and Answers (following official written release) shall be posted on the Procurement page of the DOM website at: <http://www.medicaid.ms.gov/resources/procurement/>. Information concerning services covered by Mississippi Medicaid and a description of the DOM organization and functions can also be found on the Procurement page of the DOM website.

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

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

Mississippi's Accountability System for Government Information and Collaboration (MAGIC) system information can be found at <https://portal.magic.ms.gov>. MAGIC can be used to register as a supplier to allow businesses to receive upcoming RFX opportunity notifications by the product categories registered for. Businesses can search the MAGIC system for upcoming RFXs, respond electronically to some solicitations and receive purchase orders by email. If you are interested in registering, please visit <https://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>.

Information regarding Mississippi Department of Information Technology Services' (MS ITS) Enterprise Security Policy can be found at: [Secretary of State Administrative Bulletin/Enterprise Security Policy](#).

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Information regarding Mississippi Department of Information Technology Services' (MS ITS) Cloud Enterprise Security Policy can be found at: [Secretary of State Administrative Bulletin/Cloud Enterprise Security Policy](#).

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

The Mississippi Code of 1972 covers all sections of and amendments to the Constitution of the United States and the Constitution of the State of Mississippi. Access to the Mississippi Code can be <https://www.sos.ms.gov/communications-publications/mississippi-law>.

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2.0 SCOPE OF SERVICES

2.1 General Administration of the NET Program

DOM is seeking to enter into a contract for non-emergency transportation (NET) services for statewide operation of a NET Brokerage Program. The Contractor shall develop, implement, administer and operate the fee-for-service (FFS) NET Brokerage Program, including, but not limited to, the establishment of a network of NET Providers and receipt, authorization, coordination, dispatching, scheduling, management, and reimbursement of NET Service requests. All NET related services shall be performed safely, timely, and efficiently. The Contractor's approach for operating the NET Brokerage Program must include, but is not limited to, a proposed technology platform and model that will augment DOM's efforts to support beneficiaries' access to NET and Medicaid covered services, ensure high quality services for beneficiaries and providers, achieve administrative and operational efficiencies, and appropriately administer utilization in a cost-effective manner.

The Contractor is required to operate the NET Brokerage Program according to Federal and State laws and regulations including policies for NET Transportation providers promulgated by the Mississippi Department of Health (MSDH), DOM policies, and formal memorandums. Formal memorandums include, but are not limited to, written directives to the Contractor by DOM or the Mississippi State Department of Health. The Contractor shall ensure required MSDH permits are obtained in accordance with Mississippi Code Annotated §41-55-71 and MSDH policies. DOM will provide assistance as needed with interpretation and clarification of DOM policy and will notify the Contractor as changes are made that affect the NET Broker Program. Any instances of discrepancies in interpretation of the contract, policies or program requirements between the Contractor and DOM will be decided at the discretion of DOM.

The Contractor shall not delegate or subcontract screening, authorization, or scheduling duties. The Contractor may, with DOM approval, delegate dispatch activities to NET Providers, but the Contractor shall retain responsibility for the proper performance of dispatch activities.

2.2 General Requirements

The Contractor shall meet with DOM no less than weekly during the implementation phase of the contract. The Contractor shall meet with DOM no less than monthly or as needed throughout the term of the operational phase of the Contract to review operations, NET provider/beneficiary relations and to discuss and resolve administrative and operational issues. Meetings may be conducted in person, by teleconference or by videoconference, at the discretion of DOM. Key Staff outlined in **Section 2.23** shall be in attendance during the weekly implementation meetings and during the meetings throughout the term of the contract. The Contractor shall provide implementation or operational meeting minutes three (3) business days following the meeting for DOM review and approval as outlined in this IFB. The Contractor shall provide DOM monthly status reports as outlined in this IFB and at the discretion of DOM.

The Contractor shall not discriminate or use any policy or practice that has the effect of discrimination against beneficiaries eligible for NET services on the basis of race, color, national origin, age, religion, sex, sexual orientation, gender identity, disability, national origin, limited English proficiency, marital status, political affiliation, health status, need for health care services, or level of income.

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The Contractor shall respond to all DOM email communication within twenty-four (24) hours confirming receipt of the DOM communication. The Contractor shall provide DOM with a response/resolution within five (5) business days of the DOM email communication unless otherwise stated in this IFB.

Contract Requirements submission and approval process:

The Contractor shall submit all items that require DOM approval to DOM as outlined in this IFB. If modifications and edits are requested by DOM, the Contractor shall resubmit the item to DOM within three (3) business days of the DOM request.

2.2.1 Modes of Transportation

The following modes of transportation are to be used in the NET Brokerage Program:

1. Ambulatory

- a. Basic Vehicle: transportation by means of a motorized vehicle used for the transportation of passengers whose medical condition does not require use of a wheelchair, hydraulic lift, ramp, stretcher, medical monitoring, medical aid, medical care or medical treatment during transport. This does not include private automobiles and does not include transportation through the volunteer driver program.
- b. Commercial Carrier (Ground): transportation by means of passenger train (such as Amtrak) or buses (such as Greyhound).
- c. Fixed Route (Public Transit): transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule, does not deviate from the route or the schedule and picks up passengers at designated stops.
- d. Gas Mileage Reimbursement: gas reimbursement for beneficiary trips. Transportation by means of private automobile (vehicle owned by the beneficiary, relative or other individual). This mode of transportation does not include transportation provided by the volunteer driver program.
- e. Volunteer Driver: transportation by means of motor vehicle owned and operated by an individual within the community. Volunteer driver does not include global taxi technology companies, on demand transportation companies or ride sharing services. The volunteer driver must at a minimum meet all credentialing and insurance requirements, timeliness standards, report accidents and incidents, accept/deny trip assignments, comply with policies outlined in the Contractors volunteer driver agreement and submit claims to the Contractor. Volunteer drivers will only be driver/owners and cannot be reimbursed for services in more than one vehicle during the same time period or overlapping time periods.

2. Advanced Vehicle

- a. Wheelchair/Stretcher: transportation by means of a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices or is equipped specifically for the transportation of passengers who cannot sit

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upright and are required to remain in a lying position during transport. Enhanced Vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care or medical treatment during transport. This does not include private automobile (vehicle owned by the beneficiary, relative or other individual).

- b. Non-Emergency (Ground) Ambulance: transportation by means of a motorized vehicle equipped specifically for the transportation of a passenger whose medical condition requires transfer by stretcher with medical supervision. The passenger's condition may also require the use of medical equipment, monitoring, aid, care or treatment, including the administration of drugs or oxygen, during the transport. The Contractor is not responsible for scheduling or reimbursement of nonemergency ground ambulance hospital to hospital transports.

3. Air

- a. Commercial Carrier (Air): transportation by means of scheduled airline services.
- b. Fixed Wing Non-Emergency Air Ambulance: transportation by means of a fixed-wing aircraft used for chartered air transportation of sick or injured persons who require medical attention during transport.

2.3 Miscellaneous Operational Rules

1. Excessive Distance

The Contractor may question whether a Covered Medical service could be provided closer to the beneficiary's residence. Examples of possible excessive distance requests include a request for NET Services to a Provider that is not in the area where the beneficiary resides, or a request for NET Services to a Provider that is not in the same county, bordering county or metropolitan area in a bordering state for beneficiaries living in rural areas. Upon approval by DOM, the Contractor may deny the request if the Covered Medical service is available closer to the beneficiary's residence and a medical certification from a medical provider to certify that the beneficiary is unable to be treated at a closer facility is not obtained.

In determining if the transport is within reasonable proximity of a beneficiary, the Contractor shall permit transports to contiguous counties, any bordering counties or parishes in adjoining states (Alabama, Arkansas, Louisiana, and Tennessee) which are considered to be in the area where residents of that beneficiary's county of residence would conduct shopping and business activities. The Contractor shall report to DOM all beneficiaries whose originating address is outside of Mississippi via a monthly deliverable report. The report shall include, but is not limited to, the beneficiary's Mississippi Medicaid ID, originating address, date of transport and destination.

If a beneficiary has recently moved to a new area, the Contractor shall allow long distance transportation for up to ninety (90) calendar days if necessary to maintain continuity of care until the transition of the beneficiary's care to a closer appropriate Provider can be completed. The Contractor shall monitor the frequency of authorizations of NET Services involving Excessive Distance per beneficiary and shall report this data via a monthly deliverable report.

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2. On-Time Arrival

The NET Provider/Driver shall make his/her presence known to the beneficiary upon arrival and wait at least five (5) minutes after the beneficiary has been notified of arrival before contacting the NET Provider's dispatcher and Contractor to reschedule the trip. If the beneficiary is not present for pick up, the Driver shall notify the NET Provider's dispatcher before departing from the pick-up location. NET Providers and Drivers cannot change the assigned pickup time without permission from the Contractor.

If a delay of over fifteen (15) minutes occurs in the course of picking up scheduled riders, the NET Provider or Broker shall contact the beneficiary or the beneficiary's representative and the Provider and inform them of the delay. The NET Provider or Broker shall advise scheduled riders of alternate pick-up arrangements when appropriate. No more than two percent (2%) of the overall scheduled trips shall be late or missed per day, due to the fault of the Contractor, NET Provider or Driver. The percent of scheduled trips late and/or missed daily shall be reported to DOM via a monthly deliverable report. The percent of scheduled trips late and/or missed daily per provider shall be reported to DOM via a monthly deliverable report.

3. Travel Time on Board

For multi-passenger trips, the NET Provider shall schedule trips so that a beneficiary does not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transportation of that beneficiary. The Contractor shall submit a monthly report to DOM that details each trip that a beneficiary remains in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transportation of that beneficiary.

4. Adverse Weather Plan

The Contractor shall have a written plan for transporting beneficiaries who need medical care during adverse weather conditions. Adverse weather conditions include, but are not limited to, extreme heat, extreme cold, fires, earthquakes, hurricanes, tropical storms, flooding, tornado warnings and heavy snowfall. The Adverse Weather Plan shall be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.

5. Choice of NET Provider

Beneficiaries must be given the opportunity to choose his or her network provider to the extent possible and appropriate.

6. Contractor as a NET Provider

The Contractor shall not provide transportation services under this contract.

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7. Post-Transportation Authorization Requests

The Contractor shall develop and implement a policy to allow for post-transportation authorization of NET Services. Post-transportation authorization shall be allowed in instances when prior authorization was not obtainable. Contractor's post-transportation authorization policy shall ensure that all applicable requirements of pre-transportation authorization are considered for the post-transportation authorization and shall establish a timeliness requirement for the submission of post-transportation authorization requests. The policy shall address the following:

- a. The request for post-transportation authorization must be received by the Contractor no later than ninety (90) calendar days following the date of DOM's Notice of Decision approving the application if the beneficiary was not approved at the time of transport.
- b. If the beneficiary did not inform the NET Provider of his or her eligibility for Medicaid, the request for post-transportation authorization must be received by the Contractor no later than ninety (90) calendar days following the date of service, but will be considered for payment by the Contractor only if there is attached to the request a copy of the NET Provider's dated, private pay bill or collection correspondence, which was addressed and mailed to the beneficiary each month following the date of service.
- c. Post-transportation authorization requests shall be handled on a case-by-case basis when unforeseen and/or extenuating circumstances arise.

The Contractor shall submit the Post-Transportation Authorization Requests Policy to DOM sixty (60) calendar days prior to the Operational Start Date and the policy must be approved by DOM prior to the Contractor commencing operations.

8. Accidents and Incidents

The Contractor shall document accidents and incidents that occur in conjunction with a scheduled trip when a beneficiary is present in the vehicle. An accident is defined as an event involving damage or injury to the driver, vehicle or beneficiary during transport. An incident is defined as an occurrence, event, breakdown, or public disturbance that interrupts the trip, causing the driver to stop the vehicle (such as a passenger becomes unruly or ill). Details shall be reported to DOM in the Accident and Incident Report within forty-eight (48) hours of the accident or incident. The Contractor will submit an investigation summary and corrective action, as needed, within no more than thirty (30) calendar days from the accident or incident. The Contractor shall report to DOM, by NET Provider, all accidents and incidents via a quarterly deliverable report.

2.4 Call Center/Business Office Requirements

2.4.1 Call Center/Business Office Location and Hours of Operation

The Contractor shall maintain a non-residential based Call Center/Business Office within Hinds, Madison or Rankin County, Mississippi, subject to approval by DOM. Live Operators, Customer Service Representatives, Call Center Supervisors, State Project Manager, Assistant Project Manager(s) Complaint

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Grievance Coordinator, trip dispatchers and all other MTM staff working on the Mississippi Medicaid project will be staffed and perform their duties solely at the call center/office location. This contract does not allow a work from home model. The Call Center shall maintain four (4) separate statewide toll-free telephone numbers which include:

1. Statewide toll-free telephone number for receipt of requests for NET transportation services.
2. Statewide toll-free telephone number to call if a ride is more than fifteen (15) minutes late.
3. Statewide toll-free telephone number for receipt of complaints and grievance made by beneficiaries, their family member, guardian, representative and Mississippi Medicaid Providers.
4. Statewide toll-free telephone number for NET Provider complaints and grievances.

The Business office shall be open for administrative functions Monday Through Friday from 8:00 A.M. until 5:00 P.M. Central Standard Time including State holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The call center numbers shall be answered by live operators at minimum Monday through Friday, 7:00 a.m. to 8:00 p.m. Central Standard Time including State holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Calls placed during hours that the Call Center is not open shall receive a voice message, in English, stating the hours of operation and advising the caller to dial "911", or the appropriate emergency number, if there is an emergency.

The Contractor may also route calls placed during hours that the Call Center is not required by DOM to be open to any call center operated by Contractor staff in any location in the United States of America. The Contractor may never route calls outside of the United States of America. The Contractor shall train staff on using services offered by Mississippi Relay for callers who are deaf, hard-of-hearing, deaf-blind or speech disabled. The Contractor may propose an alternate Call Center protocol for non-English speaking or non-verbal beneficiaries and submit the alternate protocol.

The Contractor shall release and transfer the toll-free telephone number(s) to DOM or a successor Contractor upon termination of the Contract.

2.4.2 Language Requirements

Oral communication between the Contractor and a beneficiary shall be in a language the beneficiary understands. The Contractor shall employ English-speaking Call Center staff. If the beneficiary's language is one other than English, the Contractor shall offer and, if accepted by the beneficiary, supply interpretive services. If a beneficiary requests interpretive services by a family member or acquaintance, the Contractor shall not allow such services by anyone who is under the age of 18.

2.4.3 Customer Care

The Contractor shall ensure that it has written policies describing beneficiary rights and protections in accordance with Federal and State laws and regulations and DOM policies, as applicable. The Contractor shall ensure its Call Center Staff treats each caller with respect and with due consideration of his or her dignity, and right to privacy and confidentiality. The Contractor shall develop a Call Center Staff Code

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of Conduct for each employee to sign during onboarding and reviewed annually with each employee. This should be maintained in each employee's personnel record. When determined by DOM that Call Center staff did not treat the caller with respect or with due consideration of his/her dignity, or right to privacy and confidentiality, the Contractor may be placed on a corrective action plan.

Telephone staff shall greet callers and shall identify the Contractor and themselves by name when answering. The Contractor shall record calls received at the Call Center and calls received at alternative answering sites or calls related to complaints and grievances. The Contractor shall monitor no less than three percent (3%) of Call Center calls, for all four (4) telephone lines, per month for compliance with customer care guidelines. The Contractor will report the findings of these audits to DOM via quarterly deliverable report. The Contractor will make recordings available to DOM upon request within five (5) business days.

The Contractor shall process all incoming telephone inquiries regarding NET Services in accordance with the standards set forth in the IFB.

2.4.4 Automatic Call Distribution System

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

- a. The number of incoming calls.
- b. The number of calls answered.
- c. The average time to answer a call.
- d. The number of abandoned calls during the wait in queue for interaction with Call Center Staff.
- e. The average abandonment time.
- f. The highest abandonment call time.
- g. The average talk time.
- h. The identity of the Call Center staff member taking the call and authorizing the request.
- i. The daily percentage of abandoned calls and calls answered.
- j. The number of available operators by time of day and day of week, in hourly increments.

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

2.4.5 Data Analysis

The Contractor shall analyze data collected from its phone system as requested by DOM and as necessary to perform quality assurance and quality improvement, fulfill the reporting and monitoring requirements of the Contract; and ensure adequate staffing. Upon DOM's request, the Contractor shall document compliance in these areas. All data analysis requests must be completed and submitted to DOM within five (5) business days of request.

2.4.6 Multiple Queues

The Contractor shall use an Automatic Call Distributor (ACD) to distribute incoming calls to specific resources (agents) in the Call Center.

2.4.7 Sufficient Call Center and Business Resources

The Contractor shall maintain sufficient equipment and Call Center staffs to ensure on a monthly basis for each telephone line detailed in **Section 2.4.1** the following standards are met.

2.4.7.1 Call Center Sufficiency Standards

1. The ACD answers all calls within one (1) ring;
2. The average monthly speed to answer after the initial automatic voice response is forty (40) seconds or less;
3. The average monthly abandonment rate is no more than four percent (4%);
4. Appropriate number of qualified staff are available on-site to ensure on a monthly basis the Call Center Sufficiency Standards are met;
 - a. The Contractor shall submit to DOM a monthly deliverable report which includes the Call Center staffing to call ratio. The report shall include recommendations by the Contractor to DOM regarding appropriate staffing based on Call Center Sufficiency Standards.
 - b. DOM may require the Contractor to increase the number of available on-site staff at no charge to DOM based on noncompliance with Call Center Sufficiency Standards.
5. Qualified staff are available on-site to communicate with callers who speak English and an interpreter telephone service, or other proposed method, is available for callers who speak other languages;
6. All reporting criteria in this IFB or as directed in Title 23 of the Mississippi Administrative Code are captured or met;
7. The Contractor shall record all incoming calls for quality control, program integrity and training purposes. The Contractor shall provide prior notification to the caller that the conversation will be recorded. Contractor shall maintain the recordings for up to twelve (12) months unless otherwise directed by DOM;
8. The Contractor shall record calls received at the Call Center and monitor no less than three percent (3%) of calls for compliance with customer care guidelines. The Contractor shall use this monitoring to identify problems or issues, for quality control and training purposes. The Contractor shall document and retain results of this monitoring and subsequent training and will report the findings of these audits to DOM via quarterly deliverable report and upon DOM request;
9. In the event of a power failure or outage, the Contractor shall have a back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of data collection identified in this bid. The Contractor shall notify DOM immediately when its phone system is on an alternative power source or is inoperative. Contractor shall have a manual back-up procedure to continue to take requests if the computer system is down. The Contractor shall submit the plan to DOM sixty (60) days

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prior to Operations Start Date and the plan must be approved by DOM prior to the Contractor commencing operations;

10. The ACD logs shall be maintained daily, tallied, and sent to DOM on a monthly basis in the reporting format specified by DOM. The Contractor shall also maintain daily logs on the Telephone Call Center to comply with the Reporting Requirements of the Contract; and
11. The Contractor shall submit to DOM a detailed description of the proposed ACD system and its capabilities and capacities. The Contractor shall include a sequence of questions and criteria that the Call Center representatives shall use to determine the beneficiary's eligibility, the appropriate Mode of Transportation, the purpose of the trip and all other pertinent information relating to the trip. All scripts must be approved by DOM prior to use by the Contractor.

2.5 Processing Requests for NET Service

The Contractor shall provide screening, assignment, dispatch, and monitoring of NET requests to ensure compliance with Federal and State laws and regulations, DOM policies, and formal memorandums. Formal memorandums include, but are not limited to, written directives to the Contractor by DOM or the Mississippi State Department of Health. The contractor shall not delegate screening, assignment, and monitoring of NET requests to a subcontractor nor the NET Provider. The Contractor may delegate, with DOM approval, dispatch activities to the NET Provider, but the Contractor shall retain responsibility for the proper performance of dispatch activities. For the processing of requests for initial and continuing authorizations of services, the Contractor shall have in place, and follow, written policies and procedures, which have been approved by DOM. The Contractor shall have in effect mechanisms to ensure consistent application of review criteria for authorization decisions. Based on previous authorizations of NET Services, the Contractor shall consider beneficiary permanent and temporary special needs, appropriate Modes of Transportation, any special instructions regarding the nearest appropriate Provider and any additional information necessary to ensure that appropriate transportation is authorized and provided.

2.5.1 Screening

Requests for NET Services may be made by beneficiaries; their family members, guardians, or representatives; and by Mississippi Medicaid Providers. The Contractor shall screen all NET requests to determine each of the following requirements:

1. The beneficiary's eligibility for NET Services;
2. The beneficiary's lack of access to available transportation. The Contractor shall require the beneficiary to verbally certify the lack of access to available transportation;
3. That the medical service for which NET Service is requested is a Mississippi Medicaid covered medical service for the beneficiary and rendered by an enrolled Mississippi Medicaid provider;
4. The most economical mode of transportation appropriate to meet the medical needs of the beneficiary, based on the beneficiary's mobility status and personal capabilities on the date of service. Reasons for approval of a mode of transportation that is not the most economical must be documented in detail;
5. The nearest appropriate Provider to the beneficiary. If the Medicaid provider is an

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excessive distance from the beneficiary's residence, see **Section 2.3(1)**; and

6. Necessity of attendant or assistance request. The Contractor may require a medical certification statement from the beneficiary's Provider in order to approve Door-to-Door Service or Hand-to-Hand Service.

One (1) adult attendant may accompany the beneficiary during transport if medically necessary. An attendant must be qualified to provide the type of assistance certified as medically necessary by the beneficiary's attending healthcare provider prior to transport. For beneficiaries with minor children, if the beneficiary is the sole caregiver of minor child/children at the time of the scheduled appointment, the Contractor shall authorize transport of the additional minor child/children. The Contractor is not responsible for providing car seats for beneficiaries or a beneficiary's minor children. The Contractor shall ensure All NET Providers adhere to all federal, state, county or local laws and ordinances. Regulations outlined in Miss. Code Ann. § 63-2-1(1) and § 63-2-1(2) must be enforced during transport.

The Contractor shall submit the final detailed procedures for screening all NET request types to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.

Not all Mississippi Medicaid beneficiaries are eligible for NET Services. The Contractor shall develop and maintain a system of conditional edits to determine whether a beneficiary is eligible for the transportation requested, based upon eligibility information to be provided by DOM and/or DOM's Fiscal Agent. The following eligibility groups are not eligible for NET: Family Planning Waiver, QMB, QWDI, SLMB, and QI-1. NET transportation for beneficiaries residing in all Long-Term Care (LTC) facilities including Nursing Facilities (NF), Psychiatric Residential Treatment Facility (PRTF), and Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) is not the responsibility of the Contractor. The Contractor is not responsible for NET Services rendered to Mississippi Medicaid beneficiaries enrolled in MississippiCAN. The Contractor is responsible for reporting aggregate data covering the above requirements to DOM via a monthly deliverable report.

The Contractor is not responsible for arranging the transportation of the remains of a beneficiary who expires while receiving medical treatment. If a beneficiary expires while in transit, the Contractor's NET Provider should contact the nearest law enforcement agency for instructions. The Contractor shall notify DOM of the occurrence within one (1) business day.

2.5.2 Advance Reservations

The Contractor's written informational material shall instruct beneficiaries; their family members, guardians, or representatives; and Mississippi Medicaid Providers that requests for NET Services must be made at least three (3) business days before the NET Service is needed. The Contractor shall submit the process to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The DOM approved written informational material shall be mailed to all FFS NET eligible beneficiaries fifteen (15) calendar days prior to the Operational Start Date. Additionally, the DOM approved written informational material shall be maintained on the Contractor's public website, and future mailouts may be requested by DOM. The written and electronic informational material for beneficiaries shall adhere to requirements specified in **Section 2.9.1**.

2.5.3 Urgent Trip Requests

The Contractor shall develop processes for handling urgent trips, high risk trips, last minute requests from beneficiaries, their family members, guardians, or representatives and Mississippi Medicaid Providers. This process shall address instances when NET Providers do not arrive for scheduled pick-ups resulting in a missed urgent or high risk trip for the beneficiary. Trips considered “high risk” include the following types of requests: cardiac, pulmonary, chemotherapy/radiation, diabetic complications, dialysis, hospital visitation by parent/guardian/caregiver to any inpatient critical care unit, high risk pregnancy, newborn check, prenatal appointment, transplant patient (service must be related to the transplant), life sustaining wound care, and a vision threatening eye injury. Trips considered “urgent” are defined as an unscheduled episodic situation in which there is no immediate threat to life or limb, but the member must be seen on the day of the request and treatment cannot be delayed until the next day, or a hospital discharge or healthcare appointments required by healthcare providers allowing insufficient time for routine three (3) business day scheduling. The Contractor may verify with the healthcare provider that the need for urgent transportation exists. The Contractor shall not categorize trips as “urgent” due to the Contractor’s failure to timely complete screening of the trip or assignment of the trip to a NET Provider. The Contractor shall submit the process to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.

The Contractor shall provide written informational material concerning how to request NET Service and shall educate NET eligible beneficiaries; their family members, guardians or representatives; and Mississippi Medicaid Providers on how to request NET Services when a beneficiary is in need of transportation services. Written materials shall set forth the Flesch-Kincaid, or other approved standard, readability scores at or below sixth (6th) grade reading level, and the Contractor shall certify compliance therewith. Materials must use easily understood language and formatted in a font no smaller than twelve (12) points. The material must be available in English and such other language as DOM may require at any time with proper notice to the Contractor; and must be available in alternative formats as required for the special needs of beneficiaries, such as those with visual impairment. All informational material and Contractor call scripts related to NET Services must be submitted to DOM ninety (90) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. Any modifications to the material and/or call scripts during the operational phase of the contract must be approved by DOM thirty (30) calendar days prior to use.

The information must be available in the format mentioned above and must be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The Contractor shall develop a report that tracks transportation requests that are less than three (3) business days in advance of the appointment date. This report shall be submitted to DOM monthly via a deliverable report. The reports shall include evidence and frequency of the Contractor’s attempts to provide additional education to the beneficiaries; their family member, guardian or representative; and/or Mississippi Medicaid Provider who habitually request transportation less than three (3) business days in advance of the appointment date and a plan of action regarding next steps to prevent late request(s).

2.5.4 Notification of Arrangements

If possible, the Contractor shall inform the beneficiary, their family members, guardians, or representatives of the transportation arrangements during the phone call requesting the NET Service. Otherwise, the Contractor shall inform the beneficiary, their family members, guardians, or representatives by a phone call, text message, facsimile, or letter prior to the date of the NET Service. If the Contractor sends a letter, the letter shall be mailed in time to be received by the beneficiary prior to the date of the NET Service. The letter shall set forth the Flesch-Kincaid, or other approved standard, readability scores at or below sixth (6th) grade reading level and the Contractor shall certify compliance therewith. The letter must use easily understood language and formatted in a font no smaller than twelve (12) points. The letter must be available in English and such other language as DOM may require at any time with proper notice to the Contractor.

The Contractor shall submit all phone call scripts, facsimiles and letters regarding transportation arrangements to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. During the operational phase of the contract, if the Contractor or DOM finds it necessary to modify the material regarding transportation arrangements, then the Contractor shall submit the modifications to DOM thirty (30) calendar days prior to use. All updates to phone call scripts, facsimiles and letters regarding transportation arrangements must be approved by DOM thirty (30) calendar days prior to use.

2.5.5 Scheduling and Dispatching Trips

The Contractor shall receive requests for NET Services, screen each request and, if authorized, schedule and assign the trip to an appropriate NET Provider. The following standards must be maintained:

1. The Contractor shall ensure:
 - a. The monthly beneficiary waiting time for pick-up at their originating site (example: home) does not exceed fifteen (15) minutes based on the scheduled time of pick-up for each NET Provider.
 - b. The monthly beneficiary waiting time for pick-up (scheduled pick-up) from their medically necessary covered service (example: appointment, pharmacy, screening, doctors visit) does not exceed fifteen (15) minutes for each NET Provider.
 - c. The monthly beneficiary waiting time for pick-up (will-call pick-up) from their medically necessary covered service (example: appointment, pharmacy, screening, doctors visit) does not exceed forty-five (45) minutes for each NET Provider. A will-call is defined as a beneficiary's call to request the return ride or "will-call" trip. The Contractor shall contact the NET provider via telephone to notice and confirm that a will call has been activated.
 - d. The monthly beneficiary waiting time for pick-up from their hospital discharge does not exceed one (1) hour after notification of a hospital discharge during regularly scheduled Medicaid Provider office hours as defined by DOM. DOM defines regularly scheduled

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Medicaid Provider office hours as the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Saturday, Sunday and federal and state holidays.

- e. The Monthly beneficiary waiting time for pick-up from their hospital discharge does not exceed three (3) hours after notification of a hospital discharge during hours outside of DOM's definition of Medicaid Provider office hours.
 - f. The Contractor shall ensure that beneficiaries arrive on time at pre-arranged times for appointments and are picked up on time at pre-arranged times for the return trip if the Covered Medical service follows a reliable schedule. The pre-arranged times may not be changed by the NET Provider or driver without prior permission from the Contractor.
 - g. The Contractor shall not provide transportation services under this contract. The Contractor shall contract with NET Providers for NET services.
2. The Contractor and NET Providers may group beneficiaries and trips to promote efficiency and cost effectiveness.
 3. The Contractor shall notify the NET Provider of the assignment at least two (2) business days prior to the trip, with the exception of urgent or high-risk trips. Urgent trips or high-risk trips are considered Short Notice trips.

When the Contractor schedules a Short Notice trip with notice to the NET Provider that is less than two (2) business days, the Contractor must telephonically verify the urgency with the member's medical provider. Before the Contractor can assign a Short Notice trip, the Contractor must contact the NET provider telephonically and receive a confirmation from the NET Provider prior to setting the trip. The broker must document the time the NET Provider was contacted, the NET Providers representative with whom they spoke and the outcome.

The Contractor must state the source for determining trip mileage (i.e., GoogleMaps, MapQuest, etc.) and such source must be accessible by DOM. If the Contractor wishes to use a subscription-based service, then the Contractor must make the service available to DOM at no cost to DOM.

4. The Contractor shall report the above requirements to DOM via a monthly deliverable report.

2.5.6 Fixed Route

The Contractor is encouraged, but not required, to maximize the utilization of Fixed Route transportation whenever more economical and appropriate. The Contractor shall be familiar with schedules of Fixed Route transportation in communities where it is currently available and in areas where it becomes available during the term of the Contract. The Contractor shall distribute or arrange for the distribution of Fixed Route passes to beneficiaries for whom Fixed Route transportation is the most appropriate Mode of Transportation.

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The furthest distance a beneficiary may be required to walk to or from a Fixed Route transportation stop is one quarter (1/4) mile. If the Contractor determines that Fixed Route transportation is an appropriate Mode of Transportation for a beneficiary, but the beneficiary requests a different Mode of Transportation, the Contractor shall require the beneficiary to verify his or her mobility limitations, including, but not limited to, requiring the beneficiary to supply documentation from his or her physician. The Contractor shall consider the following when determining whether to allow an exception:

1. The beneficiary's ability to travel independently, including the age of the beneficiary and any permanent or temporary debilitating physical or mental condition that precludes use of Fixed Route transportation;
2. The availability of the Fixed Route transportation in the beneficiary's area or community, including the accessibility of the location to which the beneficiary is traveling and whether the beneficiary must travel more than one quarter (1/4) of a mile to or from the Fixed Route transportation stop;
3. Inclement weather conditions (including extreme heat or cold) or other pertinent factors that make use of Fixed Route transportation unfeasible;
4. The compatibility of the Fixed Route transportation schedule with the beneficiary's appointment times for the covered medical service. The schedule of the Fixed Route transportation should allow the beneficiary to arrive at the drop off location no more than sixty (60) minutes prior to the scheduled appointment time, and will allow the beneficiary forty-five (45) minutes after the estimated time the appointment will end to arrive at the pick-up location; and
5. Any special needs of the beneficiary which requires the coordination of services with other Providers.

2.6 Trip Types

Single Trip Requests: The Contractor shall require that requests for NET Service to a single appointment be made via a toll-free telephone number or web-based reservation system.

Standing Order Trip Requests: The Contractor shall establish procedures to handle trip requests so that beneficiaries are not required to continually make arrangements for repetitive appointments. The Contractor shall submit the process to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The Contractor shall include in its procedure to recertify the need of a Standing Order with the Medicaid Provider at least every ninety (90) days. These orders may be accepted via phone, fax, or a web-based reservation system.

One-way transport following Emergency Transports: The Contractor shall establish procedures to handle trips if a beneficiary is transported by emergency medical ground ambulance to a medical facility. Upon discharge, the beneficiary may be transported to his/her residence via an ambulatory vehicle or wheelchair accessible vehicle. The Contractor shall make the appropriate arrangements for the one-way transport for the beneficiary and up to one (1) attendant (Emergency transportation is not the responsibility of the Contractor).

Commercial Carrier (Air) Transports: In limited situations, a beneficiary may be transported by Commercial Carrier (Air). The Contractor shall establish procedures to handle trip requests including, but not

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limited to, making the appropriate arrangements, purchasing the tickets, and distributing the tickets to the beneficiary. The Contractor shall submit the process to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The Contractor is only responsible for purchasing tickets for the beneficiary receiving medical services and up to one (1) adult attendant if medically necessary. The Contractor shall use the most cost-efficient arrangements possible with reasonable allowances for choosing a flight that would reduce the number of transfers, and/or reduce travel time and/or choosing an appropriate departure/arrival time based on the needs of the beneficiary. All tickets purchased for commercial air travel must be equivalent to coach seating.

Fixed Wing Air Ambulance Transports: To qualify as a Fixed Wing Air ambulance transport, the trip must be prior approved by the Contractor, for patient loaded miles only, for medically necessary services to the appropriate facility for treatment, and in an appropriate Fixed Wing Air Ambulance.

If a request for a Fixed Wing Air Ambulance transport is received on Saturday or Sunday or on a holiday and the ambulance provider chooses to transport without prior approval, the provider may submit information to the Contractor on the next business day. In such cases, the Contractor shall review the information on a retrospective basis and provide approval if all coverage criteria are satisfied. Coverage is not available for patient or family preference or convenience. (Transport is not billable/reimbursable to a service not covered by Medicaid.)

All air ambulance providers must be licensed in the state of Mississippi in order to transport a patient from one location to another within the state or from Mississippi to another state. Licensing is the responsibility of the Mississippi State Department of Health, Office of Emergency Medical Services.

In certain situations, meals and lodging may be provided for a beneficiary and up to one (1) attendant for extended treatment out-of-state which requires at least an overnight stay. All requests for out-of-state meals and lodging must be evaluated and pre-approved by the Contractor. Additional information regarding meals and lodging is in the Mississippi Administrative Code. The Contractor shall report those beneficiaries to DOM quarterly via a deliverable report.

2.7 Timeliness Requirements

Routine NET Services: The Contractor shall authorize and schedule routine NET Services for ninety-five percent (95%) of all requests within three (3) business days after receipt of the request. Contractor shall authorize and schedule routine NET Services for one hundred percent (100%) of all requests within ten (10) business days after receipt of a request. The Contractor shall report these requirements to DOM via a monthly deliverable report.

Non-Routine NET Services: If the Contractor requires additional information in order to authorize a request, the Contractor shall place the request in a “pending” status (place the request on hold) and shall request the additional information within twenty-four (24) hours after receipt of the request. The Contractor shall specify the date by which the additional information must be submitted. Timely requests by the Contractor for additional information shall stop the clock on the timeliness requirement. Once the Contractor receives the additional information in accordance with the specified date, the timeliness requirement to schedule the NET

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service within three (3) business days continues. If the additional information is not received by the date specified by the Contractor, the Contractor shall deny the request except NET Services to an appointment for cardiac, pulmonary, chemotherapy/radiation, diabetic complications, dialysis, hospital visitation by parent/guardian/caregiver to any inpatient critical care unit, high risk pregnancy, newborn check, prenatal appointment, transplant patient (service must be related to the transplant), life sustaining wound care, and a vision threatening eye injury. In those instances, the Contractor shall authorize Single Trips and pursue receipt of necessary information to post trip authorization.

2.8 NET Provider Network Requirements

The NET Provider Network shall be submitted to DOM thirty (30) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The Contractor shall also submit any agreements with Volunteer Drivers, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air), and Fixed Wing Non-emergency Air Ambulance to DOM thirty (30) calendar days prior to the Operational Start Date and upon request by DOM thereafter. The Contractor shall establish, maintain, and monitor a network of NET Providers supported by written agreements that is sufficient to provide adequate access to all services covered under the Contract for all beneficiaries eligible to receive NET services, including those with limited English proficiency or physical or mental disabilities. The Contractor is responsible for the following NET Provider Network related tasks, which is not limited to:

1. NET Provider recruitment, credentialing, and contracting;
2. Contracting with NET Providers for inclusion in the NET Provider Network;
3. Basic Vehicle;
4. Enhanced Vehicle (Wheelchair/Stretcher);
5. Non-Emergency (Ground) Ambulance;
6. Provide a gas mileage reimbursement program, volunteer driver program, and a fixed route public transportation program as a form of access to transportation;
7. NET Provider Reimbursement;
8. Monitor network adequacy and ensuring network sufficiency;
9. Educate, inform, and train NET Providers;
10. Validation Checks; and
11. Establish vehicle requirements that adheres to all federal, state, county, or local laws and ordinances.

The Contractor is encouraged to develop innovative and creative strategies to ensure increased access to transportation for beneficiaries. All innovative and creative strategies to increase access to transportation for beneficiaries shall be submitted to DOM for review and approval prior to implementation. The Contractor shall not provide transportation services under this contract.

Volunteer Drivers, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air), and Fixed Wing Non-Emergency Air Ambulance are not considered contracted NET Providers.

2.8.1 NET Provider Credentialing

The Contractor shall credential all contracted NET providers in the Net Provider network. Contracted NET providers in the NET Provider Network include the follow modes of transportation: Basic Vehicle, Enhanced Vehicle (Wheelchair/Stretcher) and Non-Emergency (Ground) Ambulance. Volunteer Drivers, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air), and Fixed Wing Non-Emergency Air ambulance are not considered contracted NET Providers in the NET Provider Network.

The Contractor shall identify, recruit, and negotiate contracts with NET Providers to include in the NET Provider Network, sufficient to meet the transportation needs of eligible beneficiaries. The Contractor shall secure sufficient contracted NET Provider resources (numbers and types of vehicles and drivers) so that failure of any contracted NET Provider to perform will not impede the ability of Contractor to provide NET Services in accordance with the requirements of the Contract. All contracted NET Providers must be approved by DOM prior to providing NET Services. The Contractor shall submit a request for DOM approval ten (10) business days prior to the anticipated date of the contracted NET Provider’s participation in the NET Provider Network.

The Contractor shall submit evidence of a comprehensive background check including fingerprint requirements, NET Provider contact information, size of the contractor fleet by vehicle type and anticipated geographic coverage and valid Bureau of Emergency Medical Services, Mississippi State Department of Health (BEMS) permits within the NET Provider network. The Contractor is prohibited from establishing or maintaining contracts with NET Providers that are not approved by DOM or that are not eligible to be a Mississippi Medicaid Provider under applicable state and federal law to include, but not be limited to, the Federal and State Debarment and Suspension requirements herein. The Contractor shall terminate a service agreement with a contracted NET Provider when substandard performance is identified or when the NET Provider has failed to take satisfactory corrective action within a reasonable time period. Substandard performance is defined as a pattern of noncompliance with IFB timeliness and performance standards. DOM reserves the right to direct the Contractor to terminate any service agreement with a NET Provider when DOM determines it to be in the best interest of the State. The Contractor shall notify DOM in writing of its intention to terminate a contracted NET Provider’s contract and the reasons for such termination at least fifteen (15) days prior to termination.

2.8.2 NET Provider Contracting/Model Contract

During implementation, the Contractor shall submit to DOM a model contract for approval that the Contractor intends to use with the contracted NET Providers [Basic Vehicle, Enhanced Vehicle (Wheelchair/Stretcher) and Non-Emergency (Ground) Ambulance are considered contracted NET Providers]. The model contract for each Mode of Transportation must be pre-approved by DOM. Any deviation from the approved model contract must be pre-approved by DOM. The Contractor shall not include NET Providers in the NET Provider Network with which the Contractor has not executed a contract. The model contract shall address, at a minimum, the following items:

- a. Identification of the NET Provider;
- b. Payment administration and timely payment;
- c. Modes of transportation;

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- d. Geographic coverage area(s);
- e. Attendant services;
- f. Telephone and vehicle communication systems;
- g. Information systems;
- h. Scheduling;
- i. Dispatching;
- j. Pick-up and delivery standards;
- k. Urgent and High Risk Trip requirements;
- l. Driver qualifications;
- m. Expectations for Door-to-Door, Hand-to-Hand, Curb-to-Curb;
- n. Driver conduct;
- o. Driver manifest delivery;
- p. Vehicle requirements;
- q. Back-up service;
- r. Quality assurance;
- s. Non-compliance with standards;
- t. Training for drivers;
- u. Confidentiality of Information;
- v. Specific provisions, which in the instance of uncured default by the Contractor, the agreement, if terminated, will pass to DOM or its agent for continued provision of NET Services. All terms, conditions and rates established by the agreement shall remain in effect until or unless renegotiated with DOM or its agent subsequent to default action or unless otherwise terminated by DOM at its sole discretion;
- w. Indemnification and hold harmless language to protect the State of Mississippi and DOM;
- x. Evidence of insurance for vehicle and driver;
- y. Submission of documentation as required by DOM; and
- z. Procedures for appeal and dispute resolution.

2.8.3 NET Provider Reimbursement

The Contractor shall be responsible for reimbursing NET Providers in accordance with this **Section 2.8.3** of this IFB. The Contractor is not required to reimburse for unauthorized NET Services. The Contractor is required to submit individual trip claims (also known as encounter data) to the DOM Fiscal Agent. The Contractor shall submit complete, accurate, and timely encounter data to DOM, or the DOM Fiscal Agent, that meets federal requirements and allows DOM to monitor the program. The Contractor may be subject to remedies stated in **Section 4.2** each month encounter data is not submitted or not submitted in compliance with DOM's requirements.

The Contractor shall provide timely payment including NET Provider payment, Volunteer Driver payment, beneficiary Gas Mileage Reimbursement payment, Fixed Route (Public Transit) payment, Commercial Carrier (Ground) payment, Commercial Carrier (Air) payment, and Fixed Wing Non-Emergency Air ambulance payment for the services rendered. The Contractor may reimburse NET Providers through any payment arrangement agreeable to both parties. All payment arrangements must include an incentive or safeguard to ensure utilization data for every encounter is submitted to the

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Contractor. The Contractor must submit a description of its payment methodologies, billing system, billing policies, and NET Provider instructions and procedures to DOM sixty (60) calendar days prior to the Operational Start Date, and the plan must be approved by DOM prior to the Contractor commencing operations. Any penalties for late submission of reimbursement requests must be included in the description. The Contractor's billing policies must include options for electronic submission of invoices. Any future amendments to these policies must be approved by DOM prior to implementation. The Contractor shall disclose reimbursement rates per trip type per provider upon DOM's request.

The Contractor shall make payments to NET Providers for services provided on a timely basis consistent with applicable state and federal law. In particular, the Contractor shall comply with 42 C.F.R. § 447.45 and pay at least ninety percent (90%) of all "clean claims" from NET Providers within thirty (30) calendar days of the date of receipt. Further, the Contractor shall pay at least ninety-nine percent (99%) of all "clean claims" from NET Providers within ninety (90) calendar days of the date of receipt, unless pended for additional information. Contractor shall submit a description of its payment methodologies, billing system, billing policies and NET Provider instructions and procedures to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.

For purposes of this Section, a "clean claim" means one that can be processed without obtaining additional information from the NET Provider or from a third party, except that it shall not mean a claim submitted by or on behalf of a NET Provider who is under investigation for fraud or abuse, or a claim that is under review for medical necessity. Complaints or disputes concerning payments for the provision of services as described in this paragraph shall be subject to the Contractor's Provider payment grievance resolution system. The Contractor shall maintain a NET Provider payment grievance resolution system completely separate from the resolution system for non-payment issues as outlined in this IFB. The NET Provider payment grievance resolution system must be displayed publicly on the Contractor's website and in the NET Provider Manual. The Contractor shall submit the NET Provider Payment grievance resolutions system to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.

The Contractor is responsible for all reimbursement of NET Providers and shall reimburse DOM for any overpayments made to a NET Provider.

2.8.4 Geographic Coverage Area

Prior to the Operational Start Date of the Contract, the Contractor shall secure NET Provider Network adequacy. Please refer to **Section 2.8 NET Provider Network** for additional information. The Contractor shall also provide the geographic areas in which each NET Provider will operate. This shall include county level detail throughout Mississippi and shall include any bordering counties or parishes in the adjacent states of Alabama, Arkansas, Louisiana, and Tennessee.

Geographic access standards:

The Contractor shall maintain a NET Provider Network that ensures adequate NET coverage in all 82 counties in Mississippi. The Contractor shall demonstrate geographic access standards to DOM thirty (30) calendar days prior to the Operational Start Date. If the Contractor is unable to identify a sufficient number

of NET Providers located within an area to meet the geographic access standards, the Contractor shall submit documentation to DOM verifying the lack of NET Providers.

DOM may approve exceptions to the geographic access standards in such cases. DOM may subject the Contractor to remedies stated in **Section 4.2** or a stop work order if the Contractor fails to meet the geographic access standards. The Contractor shall submit to DOM a monthly deliverable report demonstrating geographic coverage and sufficiency of NET Providers in the NET Provider Network. The report shall include, but is not limited to, attestation of network sufficiency, attestation of compliance with Geographic access standards, list of NET Providers, NET Provider status within the network, number of operational vehicles per NET Provider and changes in geographic coverage per NET Provider.

2.8.5 Adequacy of NET Provider Network

The Contractor shall ensure that its NET Providers have a sufficient number of vehicles available to meet the timeliness requirements of the NET Broker Program. NET Provider Network adequacy shall be determined by DOM through evaluation of such measures as, but not limited to, comparison to historical utilization data, provider and beneficiary complaints regarding timely and quality service provisions, and timeliness performance measures. Please refer to **Section 2.8 NET Provider Network** for additional information. If DOM, in its discretion, identifies that Provider Network adequacy does not exist, DOM will notify the Contractor, and the Contractor shall have seven (7) business days in which to recruit sufficient NET Providers to meet the transportation needs of the beneficiaries in the identified area. The Contractor shall develop and implement a temporary coverage plan as an immediate solution for the identified area while recruitment of NET Providers is underway. The Contractor shall submit the plan to DOM within three (3) calendar days after the date of notice.

If the Contractor identifies an area without Provider Network adequacy, the Contractor shall immediately (within twenty-four (24) hours) provide notice to DOM and shall have seven (7) business days in which to recruit sufficient NET Providers to meet the transportation needs of the beneficiaries in the identified area. The Contractor shall develop and implement a temporary coverage plan as an immediate solution for the identified area while recruitment of NET Providers is underway. The Contractor shall submit the plan to DOM within three (3) calendar days after the date of notice.

Failure by the Contractor to maintain a NET Provider Network sufficient to meet the needs of the contract may result the Contractor being subject to remedies stated in **Section 4.2** or stop work order.

2.8.6 NET Provider Network Sufficiency Standards

Sufficiency Standards include, but are not limited to:

- The Contractor shall submit Letters of Commitment from NET Providers with whom the Bidder intends to negotiate a contract for NET Services. The Contractor shall submit with each Letter of Commitment, the number of vehicles by type that the NET provider operates and the geographic areas in which the NET Provider may operate. Information shall be submitted to DOM sixty (60) calendar days prior to the Operational Start Date.

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- The Contractor shall submit the proposed number of contracted NET Providers and contracted NET Provider vehicles by type the Bidder intends to include in the NET Provider Network. The Contractor must propose to meet the sufficiency and geographic access standards outlined in this IFB. Information shall be submitted to DOM sixty (60) calendar days prior to Operational Start Date.
- The Contractor shall submit contingency plans for unexpected peak transportation demands and back-up plans for instances when a vehicle is excessively late or is otherwise unavailable for service. The Contractor shall identify to DOM the NET Providers with whom the Bidder intends to negotiate a contract for bariatric transportation by geographic areas of coverage. Information shall be submitted to DOM sixty (60) calendar days prior to Operational Start Date.
- The Contractor shall ensure that policies and procedures for contracted NET provider selection and retention are submitted to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.
- If the Contractor recruits existing NET Providers, the Contractor shall ensure that NET Providers continue to perform services for the incumbent NET Contractor until the Operational Start Date. The Contractor shall have a plan for ensuring that there is no degradation of the current service during or following transition from the existing contract to the one covered by this IFB. The Contractor shall submit the plan to DOM ten (10) calendar days after the Contract is awarded.
- The Contractor shall develop a plan to establish, and maintain a good working relationship with NET Providers, Mississippi Medicaid Providers and professional associations in the performance of the Contract. The Contractor's plan must be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and the plan must be approved by DOM prior to the Contractor commencing operations. The Contractor shall submit the plan to DOM quarterly or at the discretion of DOM and must contain recommendations for further facilitating relationship with the NET Providers.
- The Contractor shall not discriminate in the participation, reimbursement, or indemnification of any NET Provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If the Contractor declines to include individual or groups of NET Providers in its NET Provider network, the Contractor must give the affected NET Providers written notice of the reason for its decision.

2.8.7 Validation Checks

The Contractor's payment procedures shall ensure that NET Provider claims for reimbursement match authorized trips and that the trips actually occurred. The Contractor shall validate that transportation services paid for under the Contract are properly authorized and rendered. The Contractor shall perform validation checks on at least six percent (6%) of NET Service requests each month, three percent (3%) prior to the authorization of the request (pre-transportation) and three percent (3%) after the services are rendered (post-transportation), as specified below. DOM, at its sole discretion, may require validation checks of trips to specific services. The Contractor shall report validation check findings to DOM, by NET Provider, via a quarterly deliverable report.

2.8.7.1 Pre-Transportation

The Contractor shall designate specific employees and their role/position to conduct pre-transportation validation checks prior to authorizing the request for no fewer than three percent (3%) of the NET Services requests received in a month. Contractor shall provide the list of designated employees, which includes the employee's role/position to DOM at least thirty (30) calendar days prior to the Operational Start Date and provide a monthly updated report thereafter. The Contractor shall contact the Provider and verify that the beneficiary has an appointment for a Covered Medical service. The Contractor shall not verify the medical necessity of an appointment. If the Contractor verifies with the Provider that no appointment exists, or that the service is not a Covered Medical service, the Contractor shall record in its computer system the reason for the failed validation check, and the Contractor shall deny the request. If a pre-transportation validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer, the Contractor shall flag the request for a post-transportation validation check, and the attempt at validation shall not be counted toward the three percent (3%) pre-transportation validation check requirement. The Contractor shall report validation check findings to DOM, by NET Provider, via a quarterly deliverable report.

2.8.7.2 Post-Transportation

The Contractor shall designate specific employees and their role/position to conduct post-transportation validation checks on no fewer than three percent (3%) of the NET Services requests received in a month. Contractor shall provide the list of designated employees, which includes the employee's role/position to DOM at least thirty (30) calendar days prior to the Operational Start Date and provide a monthly updated report thereafter. The Contractor shall contact the Provider and verify that the beneficiary had an appointment for a Covered Medical service. The Contractor shall verify that the beneficiary received a Covered Medical service. The Contractor shall not verify the necessity of the transportation or of the covered medical service, but only that the service occurred. If the Contractor verifies with the Provider that there was no appointment, that the appointment was not kept or that the service was not a Covered Medical service, the Contractor shall record in its computer system the reason for the failed validation check. If a post-transportation validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer after three (3) attempts, the Contractor shall enter into its system information that will alert the Call Center Staff that any future requests to this specific Provider shall be validated before it can be authorized. The Contractor shall report validation check findings to DOM, by NET Provider, via a quarterly deliverable report.

2.8.7.3 Fixed Route Validation

The Contractor shall perform pre-transportation validation checks for three percent (3%) of Fixed Route transportation requests. The Contractor shall perform post-transportation validation checks for three percent (3%) of Fixed Route transportation requests. The Contractor shall report validation check findings to DOM, by Fixed Provider, via a quarterly deliverable report.

2.8.8 Vehicle Requirements

The Contractor shall ensure all vehicles used for transport must:

1. Adhere to all federal, state, county or local laws and ordinances.
2. Not exceed the vehicle manufacturer's approved seating capacity for number of persons in the vehicle, including the driver.
3. Have a functioning heating and air-conditioning system which maintains a temperature comfortable to the Beneficiary at all times.
4. Have functioning seat belts and restraints as required by federal, state, county or local statute or ordinance and:
 - a) Have an easily visible interior sign that states: "ALL PASSENGERS MUST WEAR SEAT BELTS";
 - b) Store seat belts off the floor when not in use;
 - c) Have at least two (2) seat belt extensions available; and
 - d) Be equipped with at least one (1) seat belt cutter within easy reach of the driver for use in emergency situations.
 - e) Display a placard on the exterior of each door and exterior rear of the vehicle a visible placard, visible from other vehicles, which states, specifically: NON-EMERGENCY MEDICAL TRANSPORT VEHICLE – THIS SERVICE DOES NOT PROVIDE MEDICAL CARE.
5. Have an accurate, operating speedometer and odometer.
6. Be operated within the manufacturer's safe operating standards at all times.
7. Have two (2) exterior rear view mirrors, one (1) on each side of the vehicle.
8. Be equipped with an interior mirror for monitoring the passenger compartment.
9. Have a clean exterior free of broken mirrors or windows, excessive grime, major dents or paint damage that detracts from the overall appearance of the vehicles.
10. Have a clean interior free of torn upholstery, floor or ceiling covering; damaged or broken seats; protruding sharp edges; dirt, oil, grease or litter; hazardous debris; or unsecured items.
11. Display the NET Provider's business name and telephone number in a minimum of three (3) inch high lettering in a color that contrasts with the surrounding background on at least both sides of the exterior of the vehicle and must not have:
 - a) Words displayed on the interior or exterior of the vehicle indicating Medicaid beneficiaries are being transported; or
 - b) A NET Provider's business name which implies Medicaid beneficiaries are being transported.
12. Have the Contractors toll-free and local phone numbers prominently displayed in the interior of each vehicle with complaint procedures clearly visible and available in written format, upon request.
13. Be non-smoking at all times, including when a beneficiary is not present in the vehicle, with a visible interior sign that states: "NO SMOKING".
14. Have a vehicle information packet containing vehicle registration, insurance card and accident procedures and forms.
15. Be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex-free or other impermeable gloves and sterile eyewash.

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16. Contain a current map or GPS system of the applicable geographic area with sufficient detail to locate beneficiary and provider addresses.
17. Be equipped with an appropriate working fire extinguisher stored in a safe, secure location.
18. Have insurance coverage for all vehicles at all times in compliance with state law and any county or city ordinance.
19. Be equipped with a “spill kit” that includes liquid spill absorbent, latex-free or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
20. Pocket mask device for CPR.
21. Be in compliance with applicable Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation.

The Contractor shall:

1. Ensure NET Providers maintain all vehicles in accordance with or exceeding local, state and federal requirements, the requirements of this IFB and Title 23 of the Mississippi Administrative Code and the manufacturer’s safety mechanical operating, and maintenance standards and inspect vehicles for compliance during scheduled biannual vehicle inspections.
2. Supply NET Providers with a copy of the ADA vehicle requirements and inspect the vehicles for compliance during scheduled biannual vehicle inspections.
3. Have in its network NET Providers with the capability to perform bariatric transports of beneficiaries in excess of 400 lbs.
4. Maintain documentation on the lifting capacity of each vehicle in its network to timely schedule transports for beneficiaries requiring a lift.
5. Require all vehicles in a NET Provider’s fleet have a working real-time link via a phone or two-way radio. Pagers are not acceptable as a substitute.
6. Test all communication equipment during regularly scheduled vehicle inspections.
7. Inspect all NET Provider vehicles prior to the Operations Start Date and at least every six (6) months thereafter.
8. Place the DOM approved inspection sticker on the outside of the passenger side rear window upon completion of a successful inspection. The Contractor shall obtain DOM approval of the inspection sticker thirty (30) calendar days prior to use.
9. Maintain records of biannual inspections and make them available to DOM via a quarterly deliverable report.
10. Vehicle inspections shall not be conducted telephonically, virtually or remotely.

2.8.8.1 Wheelchair Lifts

The Contractor shall ensure each Wheelchair Vehicle with a mechanical lift has an engine-wheelchair lift interlock system, which requires the transmission to be placed in park, and emergency brake engaged to prevent vehicle movement when the lift is deployed.

The Contractor shall ensure all wheelchair lifts and ramps meet current ADA guidelines. The Contractor shall inspect these requirements during the biannual vehicle inspections.

2.8.8.2 Wheelchair Securement Devices

The Contractor shall ensure each Wheelchair Vehicle has, for each wheelchair position, a wheelchair securement device (or “tie-down”) which meets current ADA guidelines. The Contractor shall inspect these requirements during the biannual vehicle inspections.

2.8.9 Driver Requirements

The Contractor shall require that all NET Providers comply with Federal and State laws and regulations, DOM policies, and formal memorandums. Formal memorandums include, but are not limited to, written directives to the Contractor by DOM or the Mississippi State Department of Health. Additionally, the Contractor shall ensure NET Providers adhere to State laws regarding criminal background checks, including but not limited to, fingerprinting and verifying the driver is not listed on the Mississippi Sex Offender Registry and ensure excluded persons or entities are not paid any Federal or State funds. The Contractor shall inspect all NET employee records prior to the Operational Start Date and at least every six (6) months thereafter. The Contractor shall maintain records of biannual inspections and make them available to DOM via a quarterly deliverable report.

The Contractor shall contractually require that the NET Providers comply with the following driver standards:

1. Drivers must:
 - a. Abide by state, federal, and local laws.
 - b. Maintain a current certification in cardiopulmonary resuscitation.
 - c. Be at least 18 years of age and have a current valid driver license to operate the assigned vehicle.
 - d. Be courteous, patient, and helpful to all passengers.
 - e. Be neat and clean in appearance.
 - f. High Visibility Safety Apparel for Staff. Each person staffing or participating in the operation of the vehicle shall wear high visibility safety Apparel at all times. All garments must meet the requirements of the American National Standard for High Visibility Apparel ANSI/ISEA 107-2004 Performance Class 2 or Performance Class 3, or the ANSI/ISEA 207-2006 Standard. All garments must have labels, affixed by the manufacturer in accordance with the standard, that indicate compliance with the Performance Class 2, Performance Class 3, or 207-2006 standard.
 - g. Wear a visible, easily read nametag which identifies the employee and the employer.
 - h. Provide an appropriate level of assistance to a beneficiary when requested or when necessitated by the beneficiary’s mobility status or personal condition, including Curb-to-Curb, Door-to-Door, and Hand-to-Hand assistance, as required.
 - i. Confirm the beneficiary is safely inside the residence or facility before departing the drop-off point.
 - j. Be responsible for properly securing any mobility devices used by the beneficiary.
 - k. Assist beneficiaries in the process of being seated, confirm all seat belts are fastened properly and all passengers are safely and properly secured.

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- l. Park the vehicle in a safe location out of traffic if a beneficiary or other passenger's behavior or any other condition impedes the safe operation of the vehicle, notify the dispatcher and request assistance.
 - m. Prevent the beneficiary from crossing streets to reach the entrance of their destination.
 - n. Provide verbal directions to passengers, as appropriate.
 - o. Notify the NET Provider immediately to report an emergency such as an accident and/or incident or vehicle breakdown to arrange for alternative transportation for the beneficiaries on board. The NET Provider must report all accidents/incidents and breakdowns to the Contractor.
 - p. Report all no-shows immediately to the NET Provider and the NET Provider must notify the Contractor so the authorization can be cancelled.
2. Drivers must not:
- a. Leave a beneficiary unattended at any time.
 - b. At any time, use alcohol, narcotics, illegal drugs, or prescription medications that impair their ability to perform.
 - c. Smoke in the vehicle at any time, while assisting a beneficiary, or while in the presence of the beneficiary. Beneficiaries or their adult attendant cannot smoke in the vehicle.
 - d. Wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones which can only be used for communication with the NET Provider or to call 911 in an emergency.
 - e. Touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt or as necessary to render first aid or assistance which the driver has been trained.
3. Drivers must be removed from NET service if they:
- a. Fail an annual drug test;
 - b. Are convicted of two (2) moving violations or accidents related to transportation provided under the NET Broker Program; or
 - c. Have a suspended or revoked driver's license for moving traffic violations in the previous five (5) years; or
 - d. Are convicted of crimes that would exclude them from being able to provide direct services under state or federal law.

2.8.10 Vehicle and Driver Noncompliance Procedures

The Contractor shall immediately remove from service any vehicle or driver found to be out of compliance with this IFB, Title 23 of the Mississippi Administrative Code or with any state or federal laws or regulations. The Contractor must notify DOM within one (1) business day of its intention to remove a vehicle or driver from service.

1. The vehicle or driver may be returned to service only after the Contractor verifies the deficiencies have been corrected and has notified DOM prior to returning the vehicle or driver

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to service. DOM may assess damages if the Contractor returns the vehicle or driver to services without notifying DOM.

2. Any actions taken to remedy deficiencies shall be documented and become a part of the vehicle's and the driver's permanent records and may be requested by DOM at any time.

2.8.11 Provider Daily Trip Logs

The Contractor shall require that drivers employed by NET Providers shall maintain daily trip logs containing, at a minimum, the information listed below.

1. Date of service;
2. Driver's name;
3. Driver's signature;
4. Beneficiary's name;
5. Beneficiary's or Attendant's signature;
6. Vehicle Identification Number (VIN) or other identifying number on file with the Contractor;
7. NET Provider's name;
8. Request Tracking Number;
9. Mode of Transportation authorized;
10. Scheduled arrival time in military time;
11. Actual arrival time in military time;
12. Scheduled drop off time in military time (if applicable);
13. Actual drop off time in military time;
14. Miles driven per trip odometer;
15. Destination and/or Medicaid Provider Information; and
16. Notes, if applicable. At a minimum, the log must show notes in the case of cancellations, incomplete requests, "no-shows", accident and incident.

Fixed Route transportation is excluded from this requirement. The Contractor will make these trip logs available to DOM upon request, within two (2) business days. The Contractor may propose alternative electronic methods to capture the required trip log data for DOM approval.

2.8.12 Trip Manifests

At least forty-eight (48) hours prior to the trip, the Contractor shall provide a trip manifest to the NET Provider. The Contractor will submit trip manifests and other communication to the NET Provider in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other relevant state and federal privacy regulations. The trip manifests supplied to NET Providers shall include all necessary information for the driver to perform the trip, including, but not limited to:

1. Request Tracking Number;
2. Beneficiary name;
3. Beneficiary phone number;

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4. Address and time of the pick-up and the address and time of the appointment for Covered Medical service (including the name and phone number of facility);
5. Mode of Transportation;
6. Directions to beneficiary's residence, if appropriate;
7. Return trip times, if appropriate; and
8. Any special needs of the beneficiary or instructions to the driver.

If the Contractor sends a trip manifest to a NET Provider less than forty-eight (48) hours before the pick-up time, the Contractor shall also contact the NET Provider by telephone or electronically to confirm that the trip will be accepted. The Contractor shall include provisions regarding these requirements in any subcontracts with NET Providers. The Contractor shall make trip manifests available to DOM upon request within two (2) business days.

2.8.13 Real Time Communication

The Contractor shall require that every vehicle in a NET Provider's fleet has a real-time link, phone, or two-way radio. Pagers are not acceptable as a substitute.

The Contractor shall detail the communication equipment that will be used to fulfill the requirements of the Contract, including how communication among beneficiaries, Contractor, NET Providers, and Drivers will be managed to ensure that there are no delays in services or in emergency relief.

The Contractor shall list by name the Key Personnel who will be responsible for Real Time Communication efficiency.

The Contractor shall ensure that all real-time activities, including those listed below, are managed in a timely and professional manner.

1. Emergencies such as accidents, incidents, and vehicle breakdowns.
2. In the event of a cancellation of a trip by a beneficiary, the Contractor shall communicate information regarding cancellations to the NET Provider in an expeditious manner to avoid unnecessary trips.
3. In the event of a beneficiary not showing for a trip, the Driver must immediately notify the NET Provider, and the NET Provider must immediately notify Contractor so that the authorization may be cancelled.

2.8.14 NET Provider Network Monitoring Plan

The Contractor shall develop, implement, and follow a plan for monitoring NET Providers' compliance with all applicable local, State and Federal laws and regulations. The Contractor shall ensure that NET Providers comply with the requirements of this IFB, Title 23 of the Mississippi Administrative Code, the terms of their contracts and all NET Provider-related requirements of the Contract, including driver requirements, vehicle requirements, complaint resolution requirements and the delivery of courteous, safe,

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timely and efficient transportation services. Monitoring activities performed by the Contractor shall include, but are not limited to:

1. On-street observations;
2. Accident and incident reporting;
3. Statistical reporting of trips;
4. Analysis of complaints;
5. Driver licensure, driving record, experience and training;
6. Beneficiary safety;
7. Beneficiary assistance;
8. Completion of driver trip logs;
9. Driver communication with dispatcher; and
10. Routine scheduled vehicle inspections and maintenance.

The Contractor shall have written procedures for ensuring the above monitoring plan criteria are met. The Contractor shall have written procedures for ensuring that an appropriate corrective action is taken when a NET Provider furnishes inappropriate or substandard services, when a NET Provider does not furnish services that should have been furnished, or when a NET Provider is out of compliance with federal or State laws or regulations. The monitoring plan shall be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and approved by DOM prior to the Contractor commencing operations. The Contractor shall report to DOM on monitoring activities, monitoring findings, corrective actions taken, and improvements made by the NET Providers, via a monthly deliverable report.

2.8.14.1 Satisfaction Surveys

Monthly, the Contractor shall conduct a satisfaction survey regarding the NET Brokerage Program. The Contractor shall subcontract with a third-party vendor to conduct an independent survey of members, NET Providers, Medicaid providers and facilities. The method, format, sampling strategies and questions of the survey must be approved by DOM at least thirty (30) calendar days prior to use, and DOM may specify questions that are to appear in the survey. The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the way Contractor's staff and the NET Providers' staff, and the overall system performed. The survey responses received, Contractor's analysis of those responses, and any resulting corrective action plans shall be submitted to DOM no later than sixty (60) calendar days after the surveys are conducted.

The survey topics shall include but are not limited to:

1. Confirmation of a scheduled trip;
2. Driver, NET Provider and Contractor staff courtesy;
3. Driver and attendant assistance, when required;
4. Overall Driver behavior;
5. Driver safety and operation of the vehicle.
6. Condition, comfort, and convenience of the vehicle; and
7. Punctuality of service.

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The member satisfaction survey shall inquire about ease of scheduling trips, timeliness of services, non-emergency transportation provider courtesy, among other topics.

The facility satisfaction survey shall inquire about ease of scheduling trips if applicable, timeliness of services, non-emergency transportation provider courtesy, among other topics.

The provider satisfaction survey shall inquire about adequacy of training, communication with Contractor, and timeliness of reimbursement, among other topics.

No later than fifteen (15) calendar days from the date of submission, the Contractor shall conduct an overview of the results during an onsite meeting at DOM with DOM representatives. Based on the DOM's review, the Contractor may be subject to remedies stated in **Section 4.2**. The Contractor shall provide updates on the progress of the corrective action plan at intervals determined by DOM.

2.9 Communication Plans, Manuals, and Written Material

All written materials developed by the Contractor shall require DOM prior approval before dissemination. Submission timelines for DOM approval of required documentation will be specified within relevant sections of this IFB. All written material provided to beneficiaries including, but not limited to, all marketing materials, plan booklets, descriptions and information, instructional materials, policies and procedures, notices and handbooks must meet the requirements outlined in **Section 2.9.1**.

2.9.1 Materials and Information Distributed to Beneficiaries

The Contractor shall ensure all information to be shared with beneficiaries is comprehensive yet written to meet a Flesch-Kincaid, or other DOM-approved standard, total readability level at or below the sixth (6th) grade level of reading comprehension. The Contractor shall certify compliance therewith.

Documents shall contain font size no smaller than twelve (12) points.

Documents shall be available in alternative formats and electronically by the Contractor upon request and in an appropriate manner that takes into consideration the special needs of those, who for example, are visually limited. Beneficiary information may not be provided electronically unless the following conditions are met:

- a. The format is readily accessible;
- b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
- c. The information is provided in an electronic form which can be electronically retained and printed; and
- d. The beneficiary is informed that the information is available in paper form without charge upon request and provides it upon request within five (5) business days.

Documents shall include large print taglines and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats. Large print means printed in a font size no smaller than eighteen (18) points.

Documents shall be available in the prevalent non-English languages in the State of Mississippi, who speak a common, non-English language, in compliance with DOM's Limited English Proficiency Policy.

2.9.1.1 Beneficiary Transportation Manual

The Contractor shall provide written and electronic informational materials and a beneficiary transportation manual concerning NET Services and procedures for the benefit of Mississippi Medicaid beneficiaries as outlined in **Sections 2.5.2 and 2.9.2**. The beneficiary transportation manual and all informational material provided to beneficiaries must be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. Updates to the beneficiary manual and all informational material provided to beneficiaries must be approved by DOM thirty (30) calendar days prior to use and must meet the requirements outlined in **Section 2.9.1**.

2.9.1.2 Education for Non-Compliant Beneficiaries

The Contractor shall provide targeted education to beneficiaries who do not comply with established policies and procedures of the NET Brokerage Program. The Contractor may impose transportation options, at the approval of DOM, to beneficiaries with excessive incidents of non-compliance. The Contractor shall notify DOM in writing prior to making such determinations and must do so within ten (10) business days prior to the action.

In the case of beneficiaries who are chronically late or absent for scheduled trips, the Contractor may require the beneficiary to call when the beneficiary is ready to be picked up. Neither the Contractor nor the NET Provider may charge beneficiaries for trips (appointments) to which they do not show up.

The Contractor shall have a DOM approved education policy and alternate transportation options for beneficiaries whose behavior enroute threatens the safety of the beneficiary, driver, or other passengers. The education policy and alternate transportation options shall be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.

The Contractor shall maintain a record of beneficiaries who are required to utilize alternative transportation options and present this information to DOM via a quarterly deliverable report. The Contractor shall not deny services due to non-compliance with the established policies and procedures of the NET Brokerage Program. A beneficiary who repeatedly threatens the safety of him or herself, the driver or other passengers will be handled on case-by-case basis.

2.9.2 NET Education Plan

The Contractor shall develop and implement an Education Plan for informing and educating beneficiaries, local human service agencies, NET Providers, Medicaid Providers, and other Stakeholders in the State about the NET Brokerage Program. The Contractor shall provide written and verbal instructions to adequately educate beneficiaries, local human service agencies, NET Providers, Medicaid Provides, and other Stakeholders in the State. The Education Plan shall emphasize the availability of NET Services, eligibility for these services, Standing Orders, medical documentation of need and how to request and use NET Services. The Contractor shall submit the Education Plan to DOM ninety (90) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor mailing, at Contractor's expense, written materials to inform and educate beneficiaries, local human service agencies, NET Providers, Medicaid Providers, and other Stakeholders in the State, about the NET Brokerage Program.

The Contractor shall also make verbal interpretation services available free of charge for all non-English languages and shall institute a mechanism for beneficiaries who do not speak English to communicate effectively with Contractor staff. Verbal interpretation services must be available to ensure effective communication regarding NET services. The Contractor must provide TTY, TDD or VP services for the hearing impaired. Trained professionals shall be used when needed where technical, medical, or treatment information is to be discussed with the beneficiary or beneficiary representative.

The Contractor shall notify beneficiaries that verbal interpretation services and interpretation services for the hearing impaired and vision-impaired are available and how to access those services.

The Contractor shall participate in the DOM's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries including those with limited English proficiency and diverse cultural and ethnic backgrounds.

DOM will provide the Contractor with a listing of beneficiaries, local human service agencies, and Providers in the State and addresses. The Contractor shall submit to DOM an overview of the plan for informing and educating beneficiaries, local human service agencies, NET Providers and Providers in the State about the NET Brokerage Program. The education plan as outlined in this section is a separate requirement from the Net Provider and Medicaid Provider Training as outlined in this IFB.

DOM may provide on its website initial and ongoing notices to beneficiaries and Medicaid Providers regarding the availability of transportation assistance and instructions on how to access it, including a prominent notice that such assistance is available free of charge. The Contractor shall provide on its website initial and ongoing notices to beneficiaries and Providers regarding the availability of transportation assistance and instructions on how to access it, including a prominent notice that such assistance is available free of charge. The initial and ongoing notice shall include information specific to the contract between DOM and the Contractor

The Contractor shall hold a mandatory educational event six (6) months after the start date of the Contract and at minimum a mandatory annual educational event thereafter for NET Providers to which DOM is

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invited to participate. The Contractor shall notify the NET Providers in writing at least thirty (30) days prior to the event. Any material (PowerPoint slides, handouts, flyers) shall be submitted to DOM twenty (20) business days prior to the education event and must be approved by DOM prior use by the Contractor.

2.9.3 Contractor Process and Procedure Manuals

The Contractor shall develop an Operating Procedures Manual detailing all procedures to be used in scheduling and delivery of NET Services. This manual shall be submitted to DOM for review sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The Contractor shall provide DOM with three (3) bound copies of the DOM approved Operating Procedures Manual prior to the Operational Start Date. The Contractor shall provide a copy of the Operating Procedures Manual to all the Contractor's staff and shall incorporate it into all training programs for new employees. Updates and changes initiated by the Contractor must be approved by DOM prior to use.

DOM may require modification to the Operating Procedures Manual at any time and shall notify the Contractor in writing of the required modification(s). The Contractor shall modify the Operating Procedures Manual within seven (7) business days of DOM's written notification. The Contractor shall provide an updated copy of the Operating Procedures Manual to all the Contractor's staff and shall incorporate it into all training programs for new employees.

2.9.4 NET Transportation Provider Manuals

The Contractor shall develop and maintain provider manuals for all categories of contracted NET providers, including but not limited to, Volunteer Driver, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air) and Fixed Wing Non-Emergency Air Ambulance. The Manuals shall be provider specific and shall be available on the Contractor's public website and provided to all providers. The Contractor's Manuals shall contain all policies and procedures for the NET Brokerage Program. Upon DOM request, the Contractor shall include a section in the Manuals that summarizes the types and frequency of monitoring and deliverable reports that DOM requires from the Contractor.

The Contractor shall work closely with DOM on the development of the Manuals and must obtain DOM approval prior to release of the Manuals. Proposed Manuals shall be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The Manuals shall be reviewed, updated, and distributed to all providers including Volunteer Driver, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air), Fixed Wing Nonemergency Air Ambulance providers each year on the anniversary of the Contract start date between the Contractor and the NET Provider and whenever significant changes in operation are made, as determined by DOM. Updates and changes initiated by the Contractor must be approved by DOM before distribution. DOM shall notify the Contractor in writing if it deems that a modification is required, and the Contractor shall incorporate any modifications within ten (10) business days after such notification.

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The Contractor shall ensure the contracted NET Provider Manual includes, at a minimum, the following:

1. NET Provider enrollment and participation requirements including requirements for Basic Vehicle, Enhanced Vehicle and Non-Emergency Ground Ambulance modes of transportation;
2. NET Provider file maintenance and record keeping requirements and the Contractors file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;
5. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;
6. Vehicle requirements;
7. Driver Requirements;
8. Inspection protocols and requirements;
9. NET Provider Complaint and Grievance process;
10. Claims Appeal process;
11. Limitations and considerations of NET Services to Covered Medical services; and
12. Accident and Incident reporting procedures.

The Contractor shall ensure the Volunteer Driver Manual includes, at a minimum, the following:

1. Volunteer Driver enrollment and participation requirements;
2. Volunteer Driver file maintenance and record keeping requirements and the Contractors file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;
5. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;
6. Vehicle Requirements;
7. Driver Requirements;
8. Inspection protocols and requirements;
9. Volunteer Driver Complaint and Grievance process;
10. Claims Appeal process;
11. Limitations and considerations of NET Services to Covered Medical services; and
12. Accident and Incident reporting procedures.

The Contractor shall ensure the Gas Mileage Reimbursement Manual includes, at a minimum, the following:

1. Gas Mileage Reimbursement participation requirements;
2. Gas Mileage Reimbursement file maintenance and record keeping requirements and the Contractors file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;

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5. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;
6. Gas Mileage Reimbursement Complaint and Grievance process;
7. Claims Appeal process;
8. Limitations and considerations of NET Services to Covered Medical services; and
9. Accident and Incident reporting procedures.

The Contractor shall ensure the Fix_Route (Public Transit) Manual includes, at a minimum, the following:

1. Fix Route (Public Transit) participation requirements;
2. Fix Route (Public Transit) file maintenance and record keeping requirements and the Contractors file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;
5. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;
6. Fix Route (Public Transit) Complaint and Grievance process;
7. Limitations and considerations of NET Services to Covered Medical services; and
8. Accident and Incident reporting procedures.

The Contractor shall ensure the Commercial Carrier (Ground) Manual includes, at a minimum, the following:

1. Commercial Carrier (Ground) participation requirements;
2. Commercial Carrier (Ground) file maintenance and record keeping requirements and the Contractors file maintenance and record keeping requirements;
3. Covered and Non-Covered Services;
4. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;
5. Commercial Carrier (Ground) Complaint and Grievance process;
6. Limitations and considerations of NET Services to Covered Medical services; and
7. Accident and Incident reporting procedures.

The Contractor shall ensure the Commercial Carrier (Air) Manual includes, at a minimum, the following:

1. Commercial Carrier (Air) participation requirements;
2. Commercial Carrier (Air) file maintenance and record keeping requirements and the Contractors file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;
5. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;

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6. Commercial Carrier (Air) Complaint and Grievance process;
7. Limitations and considerations of NET Services to Covered Medical services; and
8. Accident and Incident reporting procedures.

The Contractor shall ensure the Fixed Wing Nonemergency Air Ambulance Manual includes, at a minimum, the following:

1. Fixed Wing Nonemergency Air Ambulance participation requirements;
2. NET Provider file maintenance and record keeping requirements and the Contractors file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;
5. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;
6. Fixed Wing Nonemergency Air Ambulance Complaint and Grievance process;
7. Claims Appeal process;
8. Limitations and considerations of NET Services to Covered Medical services; and
9. Accident and Incident reporting procedures.

2.10 NET Provider and Medicaid Provider Training

The Contractor shall submit to DOM an overview of separate plans to educate (1) NET Providers and (2) Medicaid Providers ten (10) calendar days after contract award. The two plans shall include information on training sessions, training materials, ongoing meetings with NET Providers and Medicaid Providers and continuing education. The Contractor shall submit the final plans for educating NET Providers and Medicaid Providers sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor conducting NET Provider and Medicaid Provider training sessions. No later than fifteen (15) business days prior to the Operational Start Date, the Contractor shall conduct NET Provider and Medicaid Provider training sessions in at least five (5) geographically diverse locations throughout the state.

The Contractor shall make toll-free webinar access available to participants at each training session. The Contractor shall record at minimum one (1) of the sessions and make it available on the Contractor's public website. DOM must prior approve these training locations, training material and content. DOM may participate in these trainings. The Contractor shall arrange the training sessions, and all costs of the training sessions shall be borne by the Contractor. The training program shall educate and train NET Providers regarding the NET Brokerage Program and train Medicaid Providers regarding requests for transportation, Standing Orders and documentation of need from Provider. The Contractor shall perform additional NET Provider or Medicaid Provider training as requested by DOM at no additional cost to DOM. The education plan is a separate requirement from Net Provider and Medicaid Provider Training as outlined in this section of the IFB.

The Contractor shall provide toll free conference call access when communicating with DOM, NET Providers, and Medicaid Providers. Failure by the Contractor to provide the toll-free conference call access may result in liquidated damages.

2.11 Beneficiary and Medicaid Provider Complaint Resolution Process

The Contractor shall establish and maintain a protocol for reviewing and handling complaints made by a beneficiary, beneficiary representative or Medicaid Provider. The Contractor shall publish the protocol in writing and electronically on their public website. The Contractor shall submit the Complaint Resolution Protocol for beneficiaries and Medicaid Providers to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. Each complaint shall be assigned a unique tracking number and provide sufficient details necessary to track complaints regarding individual service personnel. The Contractor shall respond to a complainant within one (1) business day after receipt of a complaint. The Contractor shall provide the complainant with an update of its review of the complaint within ten (10) business days. All complaints must be deemed substantiated or unsubstantiated within twenty (20) calendar days. The beneficiary, beneficiary representative or Medicaid Provider shall be allowed twenty (20) calendar days to request a review of the decision by the Contractor. Failure to request a review within twenty (20) calendar days shall be a waiver of the beneficiary, beneficiary representative or Medicaid Provider's right to request a review.

Any NET driver receiving two (2) or more complaints from beneficiaries concerning cleanliness, courtesies, or other deficiencies within a five (5) business day period may not be utilized until corrective action is taken. All complaints must be documented and become part of the driver's permanent file.

The Contractor shall attempt to resolve the complaint in accordance with the Beneficiary and Medicaid Provider Complaint and Grievance Resolution Protocol. The Contractor shall work with all parties, and DOM, as necessary, to resolve the complaint. The Contractor shall require retraining for any NET Providers or individual service personnel deemed in need of retraining as a result of the complaint. Complaint information shall be provided to DOM via monthly and quarterly deliverable reports and shall include, at a minimum:

- 1) Documentation or testimony by the Project Manager or other medical or expert consultant who is familiar with and able to testify to the specific case and complaint;
- 2) Records and documentation regarding Contractor's decision regarding disposition of the complaint. Records should be maintained as outlined in this IFB; and
- 3) Comprehensive documentation specific to the particular case.

DOM has the discretion to overturn the Contractor's decision regarding disposition of the complaint when the beneficiary notifies DOM within thirty (30) calendar days from the date of the Contractor's letter. If DOM overturns the Contractor's decision, the Contractor shall notify the beneficiary and/or Medicaid Provider and the NET Provider of DOM's decision; the Contractor must abide by DOM's final decision. The Contractor shall review the Beneficiary and Medicaid Provider Complaint Resolution Protocol every three (3) months. The Contractor shall submit a formal written review to DOM and advise if an amendment to the Protocol is necessary. Updates and changes, initiated by the Contractor, to the Beneficiary and Medicaid Provider Complaint Resolution Protocol must be approved by DOM prior to use. The Contractor shall submit the review schedule to DOM sixty (60) calendar days prior to the Operational Start Date. The Contractor shall brief DOM on their findings in the next operational meeting following the formal written review submission. The Contractor shall amend the process only with the prior written approval from DOM. Failure by the

Contractor to timely submit the written notification to DOM and or brief DOM on the findings at the designated onsite meeting at DOM will be subject to remedies stated in **Section 4.2**.

2.12 NET Provider Complaint Resolution Process and Claims Appeals

NET Provider Complaint Resolution Process and Claims Appeal process is separate from the beneficiary and Medicaid provider complaint resolution process.

The Contractor shall establish and maintain, in accordance with the requirements specified in this section, a protocol for reviewing and handling complaints made by NET Providers (complaints regarding claims denials are considered a separate protocol and should be handled in accordance with the Contractors NET Provider Claims Appeal Protocol). The Contractor shall publish the protocol in writing and electronically on their public website. The Contractor shall submit the Complaint Resolution Protocol to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The procedures shall provide for prompt resolution and ensure the participation of individuals who have authority to require corrective action. The Contractor shall attempt to resolve any complaint in accordance with the Complaint Resolution Protocol. The Contractor shall work with all parties, and DOM, as necessary, to resolve the complaint.

Each complaint shall be assigned a unique tracking number. The Contractor shall respond to a complainant within one (1) business day after receipt of a complaint. The Contractor must provide the complainant with an update of its review of the complaint within ten (10) business days. All complaints must be deemed substantiated or unsubstantiated within twenty (20) calendar days. The NET Provider shall be allowed twenty (20) calendar days to request a review of the decision by the Contractor. Failure to request a review within twenty (20) calendar days shall be a waiver of the NET Provider's right to request a review. Complaint resolution information shall be provided to DOM via monthly and quarterly deliverable reports. Complaint information shall be provided to DOM via monthly and quarterly deliverable reports and shall include, at a minimum:

1. Documentation or testimony by the Project Manager or other medical or expert consultant who is familiar with and able to testify to the specific case and complaint.
2. Records and documentation regarding Contractor's decision regarding disposition of the complaint. Records should be maintained as outlined in this IFB.
3. Comprehensive documentation specific to the particular case.

DOM has the discretion to overturn the Contractor's decision regarding disposition of the complaint when the NET Provider notifies DOM within thirty (30) calendar days from the date of the Contractor's letter. If DOM overturns the Contractor's decision, the Contractor shall notify the beneficiary and/or Medicaid Provider and the NET Provider of DOM's decision; the Contractor must abide by DOM's final decision. The Contractor shall review the NET Provider Complaint Resolution Protocol every three (3) months and shall notify DOM of the review through formal written notification and advise if an amendment to the Protocol is necessary. The Contractor shall submit a formal written review to DOM and advise if an amendment to the Protocol is necessary. Updates and changes, initiated by the Contractor, to the NET Provider Complaint Resolution Protocol must be approved by DOM prior to use. The Contractor shall submit the review schedule to DOM sixty (60) calendar days prior to the Operational Start Date. The Contractor shall brief DOM on their findings

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in the next operational meeting following the formal written review submission. The Contractor shall amend the process only with the prior written approval from DOM. Failure by the Contractor to timely submit the written notification to DOM and/or brief DOM on the findings at the designated onsite meeting at DOM, will subject the Contractor to remedies stated in **Section 4.2**.

The Contractor shall obtain signed agreements from all NET Provider's signifying that the NET Provider has read and understands the process outlined in the Complaint Resolution Protocol. The agreement must outline the complaint process. The Contractor shall obtain NET Provider signed agreement forms upon contract with the NET Provider. The Contractor shall require all NET Provider's sign an updated agreement when an amendment is made to the process. The signed agreement specific to each provider shall be made available to DOM within one (1) business day upon DOM request. Failure by the Contractor to provide DOM the provider specific signed agreement may result in the Contractor being subject to remedies stated in **Section 4.2**. The Contractor shall submit a draft agreement form to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations.

The Contractor shall establish and maintain a protocol for reviewing and handling complaints made by NET Providers regarding claims denials. This process shall be outlined in the Contractors NET Provider Claims Appeal Protocol. The Contractor shall obtain NET Provider signed agreement forms upon contract with the NET Provider signifying that the NET Provider has read and understands the process outlined in the NET Provider Claims Appeal Protocol. The agreement must outline the complaint process regarding NET Provider claims denials. The Contractor shall obtain updated agreements from the NET Providers when an amendment is made to the process. The signed agreement specific to each provider shall be made available to DOM within one (1) business day upon DOM request. Failure by the Contractor to provide the provider specific signed agreement may result in the Contractor being subject to remedies stated in **Section 4.2**. The Contractor shall submit this agreement form to sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The Contractor shall review its NET Provider Complaint and Grievance resolution process regarding claims denials at regular intervals and shall notify DOM if an amendment to the process is necessary. The Contractor shall amend the process only with the prior written consent of DOM.

The Contractor shall provide the NET Provider Manual to all NET Providers in Contractor's network and to all Contractor staff. The Contractor shall obtain a signed acknowledgement of receipt of the NET Provider Manual from all NET Providers. The Contractor shall maintain on file records indicating that the NET Provider received the NET Provider Manual each year on the anniversary of the Contract start date between the Contractor and NET Provider and whenever significant changes in operation are made, as determined by DOM. The Contractor shall submit to DOM within two (2) business days upon request documentation confirming the NET Provider(s) received the NET Provider Manual at the aforementioned intervals. Contractor shall make the NET Provider Manual available electronically through a link on Contractor's website and shall incorporate the NET Provider Manual into all training programs for NET Providers and Contractor's employees.

The Contractor shall provide the Volunteer Driver, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air) and Fixed Wing Nonemergency Air Ambulance manuals to the signatory on the agreement or contract. The Contractor shall obtain a signed acknowledgement

of receipt of the Manual from the signatory on the agreement or contract. The Contractor shall maintain on file records indicating that signatory on the agreement or contract received the Manual each year and whenever significant changes in operation are made, as determined by DOM. The Contractor shall submit to DOM within two (2) business days upon request documentation confirming NET Provider received the Manual at the aforementioned intervals. Contractor shall make the Manual available electronically through a link on Contractor's website and shall incorporate the Manuals into all training programs for NET Providers and the Contractor's employees.

2.13 Beneficiary Adverse Benefit Determinations, Reconsiderations and State Fair Hearings

If a request for NET Services is received that meets one of the denial reasons listed below, the Contractor shall deny the request and record the reason(s) for the denial in its information system on the same business day. The Contractor shall generate and mail denial letters to beneficiaries no later than the next business day following the date the denial decision was made. The denial letter shall notify the beneficiary of their right to reconsideration by the Contractor.

The Contractor shall allow the beneficiary twenty (20) calendar days from the day the letter was sent to the beneficiary for a request to reconsider the denial. The Contractor shall complete the reconsideration review within three (3) business days of receipt of the beneficiary's reconsideration request. The Contractor shall generate and mail reconsideration determination letters to beneficiaries no later than the next business day following the date the reconsideration determination was made.

If the Contractor upholds the denial of service, the reconsideration determination letter shall contain DOM approved template language informing the beneficiary of his/her State Fair Hearing (administrative hearing for providers) rights with DOM, in compliance with 42 C.F.R. Part 431, Subpart E. If the beneficiary is dissatisfied with the reconsideration determination, the beneficiary has the right to a State Fair Hearing with DOM in accordance with 23 Miss. Admin. Code Pt. 300.

DOM shall work with the Contractor to develop DOM approved criteria for sending denial and reconsideration notices. The denial and reconsideration notices shall be submitted to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations. The letter shall set forth the Flesch-Kincaid, or other approved standard, readability scores at or below sixth (6th) grade reading level and the Contractor shall certify compliance therewith. The letter must use easily understood language and formatted in a font no smaller than twelve (12) points. The letter must be available in English and such other language as DOM may require at any time with proper notice to the Contractor. All costs of generating and sending denial notices shall be borne by the Contractor. DOM, in its sole discretion, may add, modify or delete denial reasons without additional payment to the Contractor and without requirement of a contract amendment. In the event a beneficiary does not have sufficient information to arrange the transport and has to hang up and call back at a later time, the initial phone call with incomplete information will not be considered a trip denial for reporting purposes.

2.13.1 Denial Reasons

1. The beneficiary is not eligible for NET Services on the date of service;
2. The medical service for which NET Service is requested is not a Covered Medical service for the beneficiary;
3. The beneficiary has access to available transportation;
4. Transportation to the medical service for which NET Service is requested is covered under another program;
5. The request was for Post-Transportation Authorization and was not received timely or did not meet established criteria;
6. The medical appointment was not scheduled;
7. Contractor cannot confirm that there was a medical appointment;
8. The trip was not requested timely and the request cannot be accommodated as a result;
9. Additional documentation was requested of the beneficiary or Medicaid Provider and was not received timely;
10. The beneficiary refuses the appropriate Mode of Transportation;
11. The beneficiary refuses the NET Provider assigned to the trip and another appropriate NET Provider is not available; or
12. For mileage reimbursement, a copy of the driver's license and/or proof of automobile insurance were not received from the driver, was expired, or was illegible.

2.14 Data Systems Requirements

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

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

The Enterprise Security Policy can be found at the following link:
<https://www.sos.ms.gov/adminsearch/ACProposed/00020006b.pdf>

2.14.1 Data Extract Files

Daily, DOM shall provide the Contractor with Recipient Extract Files. The recipient extract file will contain eligibility information for all persons enrolled in the Mississippi Medicaid Program who are

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eligible to receive NET benefits. The Contractor shall upload the Daily Recipient Extract Files within one (1) business day after receipt.

In addition, DOM will provide the Contractor with limited/minimum access to the Mississippi Enterprise System/Mississippi Medicaid Information System (MMIS) to verify beneficiary eligibility as needed for eligibility changes made between extract files. Prior to the operational phase of the contract, the Contractor shall submit to DOM the staff who will need access to the Mississippi Enterprise System/Mississippi Medicaid Information System. DOM will provide limited/minimum access to the assigned Contractor staff for inquiry purposes only. The Contractor shall submit to DOM within one (1) business day of any change in Contractor staff members whereby Contractor staff members are no longer employed by the Contractor or the Contractor staff members no longer need access to the MMIS. Upon receipt of the information, DOM will terminate the staff members account access. Failure by the Contractor to submit to DOM within one (1) business day the Contractor staff members who no longer need access to the MMIS may result in the Contractor being subject to remedies stated in **Section 4.2**.

2.14.2 Data Capture and Encounter Data

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

The Contractor's system shall have the capability to accurately identify trip dispositions which are input by the Contractor or the NET Provider. At a minimum the disposition status of trips should include:

- a. Cannot accommodate this recurring trip
- b. Credentialing Issue
- c. Driver Deficiency
- d. Full or Over Capacity
- e. Member No Show
- f. Member Cancel
- g. Vendor No Show
- h. Broker Issue – Incorrect Mode
- i. Broker Issue – Incorrect Address
- j. Broker Issue - Misc

The Contractor shall have the capability to manually enter eligibility data for beneficiaries, including name and Mississippi Medicaid Identification Number (MID). The Contractor shall be capable of reconciling the information entered manually against the Daily Recipient Extract File to ensure that the information in Contractor's system is accurate.

The Contractor shall submit complete, accurate and timely Encounter Data including but not limited to individual trip claims to DOM's Fiscal Agent on a schedule determined by DOM. The Contractor shall submit encounter data according to standards and formats as defined by DOM. Encounter Data consists of a separate record, each time a beneficiary has an Encounter with a NET Provider, Volunteer Driver, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial

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Carrier (Air), Fixed Wing Nonemergency Air Ambulance and a claim is submitted for services rendered. All Encounter Data must be submitted to DOM's Fiscal Agent by the Contractor. DOM will not accept any Encounter Data submissions or correspondence directly from any subcontractors, and DOM will not forward any electronic media reports or correspondence directly to a subcontractor.

The Contractor shall maintain appropriate systems and mechanisms to obtain all necessary data from its NET Providers or Subcontractors, Volunteer Driver, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air), Fixed Wing Nonemergency Air Ambulance to ensure its ability to comply with the Encounter Data reporting requirements as specified by DOM. The failure of a NET Provider or Subcontractor, Volunteer Driver, Gas Mileage Reimbursement, Fixed Route (Public Transit), Commercial Carrier (Ground), Commercial Carrier (Air), Fixed Wing Nonemergency Air Ambulance to provide the Contractor with necessary Encounter Data shall not excuse the Contractor's non-compliance with this requirement. The Contractor may be subject to remedies stated in **Section 4.2** for non-compliance.

When DOM or its Fiscal Agent rejects a file of Encounter Data, the resubmittals of rejected files must be resubmitted with all of the required data elements in the correct format by the Contractor within fourteen (14) calendar days from the date the Contractor received the rejected file. The Contractor may be subject to remedies stated in **Section 4.2** for non-compliance with this requirement.

The Contractor shall make an adjustment to Encounter Data when the Contractor discovers the data is incorrect, no longer valid, or some element of the claim not identified as part of the original claim needs to be changed. If DOM or its Fiscal Agent discovers errors or a conflict with a previously adjudicated encounter claim the Contractor shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by DOM. The Contractor may be subject to remedies stated in **Section 4.2** for non-compliance with this requirement. Contractor compliance shall be dependent upon DOM's Fiscal Agent's ability to modify the Mississippi Enterprise System/Mississippi Medicaid Information System to accept Encounter Data from the Contractor.

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

2.15 Audit

The Contractor shall provide DOM access to the Contractor's data systems for auditing and monitoring purposes. Access shall include, but is not limited to, all equipment, systems and communications software necessary for DOM to obtain utilization information.

The Contractor shall use accurate and reliable software to calculate mileage. The Contractor shall be responsible for the accuracy of the calculation and shall represent such in audit or legal proceedings.

DOM shall conduct scheduled quarterly on-site field audits and reviews. DOM shall conduct random onsite reviews of the Contractors operations and NET Provider field audits to monitor Contractor performance.

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

The Contractor shall maintain all records that will disclose services rendered and/or billed under the program and, upon request, make such records available to representatives of Centers for Medicare and Medicaid Services (CMS), the Division of Medicaid, the Attorney General Medicaid Fraud Control Unit, or DHHS in substantiation of any and all claims.

The Contractor shall provide DOM access to all level of need forms/certificate of medical necessity/certificate of need forms upon request.

2.16 Web-Based Technology

The Contractor shall utilize the most current and innovative means of transportation booking, scheduling, monitoring, and reporting to fulfill its NET Brokerage Program goals. The Contractor's use of web-based technology for inquiry, reservation system, and claims system shall conform to DOM's security requirements including, but not limited to, the following:

1. HIPAA Privacy Guidelines
2. HTTPS Web Page
3. 128-Bit Encryption
4. User Multi-Factor Authentication (MFA) and Authorization

Web-based screens shall conform to the requirements for readability set forth in the Americans with Disabilities Act (ADA). The Contractor shall provide non-electronic versions of the system to providers as an alternative means of access. The Contractor shall be responsible for capturing non-electronic data in the system.

The Contractor shall provide DOM with a demonstration of all secure web-based applications sixty (60) calendar days prior to the Operational Start Date and the system must be approved by DOM prior to the Contractor commencing operations. The Contractor shall submit technical assistance and training material sixty (60) calendar days prior to the Operational Start Date and the materials must be approved by DOM prior to the Contractor commencing operations

2.16.1 Web-Based Reservation Options

The Contractor shall propose to DOM the integration of a web-based reservation system to operate in tandem with the Call Center. All reporting requirements associated with the Call Center would apply to the web-based system. DOM approval would be required before implementing a web-based system.

2.16.2 Web-Based Provider System

The Contractor shall establish and maintain a secure web-based inquiry, reservation and claims system for NET Providers, Volunteer Driver, Gas Mileage Reimbursement, Fixed Route, Ground Carrier, Commercial Carrier (Air), Fixed Wing Nonemergency Air Ambulance. The Contractor shall utilize the system to provide access to trip authorization information. This system shall provide access to the current status of all trip requests. The Contractor shall update these records as soon as possible. The Contractor shall provide technical assistance and training to NET Providers, Volunteer Driver, Gas Mileage Reimbursement, Fixed Route, Ground Carrier, Commercial Carrier (Air), Fixed Wing Nonemergency Air Ambulance regarding use of the web-based inquiry, reservation, and claims system.

2.17 Business Continuity and Disaster Recovery Plan

The Contractor shall provide to DOM a Business Continuity and Disaster Recovery Plan that shall detail the steps the Contractor will take to continue to meet all requirements of the Contract in the event of a failure of DOM's or the Contractor's data, communication or technical support systems. The plan shall include processes for backup of data systems, phones and electronic media records in an appropriate location that is protected against fire, theft or disaster. The plan shall ensure that the back-up system minimizes the potential for loss of data. The plan shall include processes for trip continuity in instances of declared State of Emergency or DOM directed potential or actual adverse events.

The Contractor shall submit the plan to DOM sixty (60) calendar days prior to the Operational Start Date and must be approved by DOM prior to the Contractor commencing operations and annually upon the Operational Start Date start date of each year thereafter. The Contractor shall perform a test annually in the month of April each year and provide DOM the result and the remediation plan within thirty (30) calendar days. The Contractor shall review and update the Business Continuity Plan and Disaster Recovery Plan annually upon the contract start date of each year.

2.18 Implementation Work Plan

Within five (5) calendar days of contract award, the Contractor shall submit to DOM their Implementation Work Plan. The plan shall include all tasks required to successfully begin operation of the NET Brokerage Program. The Implementation Work Plan shall include timeframes, milestones for each task during the implementation phase of the contract and names of Contractor staff members who will be responsible for each task during the implementation phase. The Implementation Work Plan shall be sufficiently detailed to satisfy DOM that the work will be performed in a logical sequence, in a timely manner and with an efficient use of resources to commence operations by the Operational Start Date.

Each task listed in the Implementation Work Plan shall include a description of the activity, a scheduled start date and a scheduled completion date. The types of tasks required to be described in the Implementation Work Plan include, but are not limited to, the following:

1. Acquisition of office space within the Mississippi counties of Hinds, Rankin and Madison with adequate square footage to house all necessary staff required to operate the NET program. Acquiring of furniture and telecommunications, computer equipment, including software and installation of utilities;
2. Hiring and training of central office staff, Call Center staff and service staff;

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3. Recruitment and contracting of NET Providers and Volunteer Drivers. Rates negotiated with each provider shall be disclosed to DOM;
4. Verification that vehicles meet Contract standards, including inspection and certification requirements;
5. Verification that drivers meet Contract standards;
6. Testing of daily operational requirements, including, but not limited to, Call Center, dispatch and real time communications with drivers, to ensure that all components are functioning adequately prior to DOM's Readiness Review;
7. Installation of trip scheduling, reservation and dispatch systems;
8. Beneficiary, NET Provider and Medicaid Provider education;
9. Development of required deliverables, including reports, Operations Procedure Manual, NET Providers Manual, eligibility file requirement, utilization data submission procedures, quality assurance plan, business continuity and disaster recovery plan; and
10. All material required for submission and approval by DOM prior to the operational phase of the contract.

2.19 Readiness Review

No less than fifteen (15) calendar days prior to the Operational Start Date, DOM will conduct an onsite Readiness Review of the Contractor, after which DOM may approve the Contractor for Operation. The Contractor must receive written DOM approval of all submissions and demonstrate requirements of the program prior to the Operational Start Date and prior to commencing operations.

Prior to the Readiness Review the Contractor shall submit at a minimum the following for DOM review and approval to ensure that each process or item fully and consistently meets DOM's requirements:

1. The Contractor's Information Systems Screen Prints and Logic;
2. The Contractor's Brokerage Process, including authorization, scheduling, dispatch, coordination, management, generation of denial letters and reimbursement process;
3. The Contractor's Validation Plan;
4. The Contractor's Business Continuity Plan and Disaster Recovery Plan;
5. The Contractor's Final Beneficiary and Medicaid Provider Complaint Resolution Protocol;
6. The Contractor's Final NET Provider Complaint Resolution and Protocol and Claims Appeals;
7. Verification that education of beneficiaries, NET Providers, Medicaid Providers, and other agencies occurred;
8. Proof of the Contractor's NET Provider network sufficiency;
9. Proof of compliance with vehicle and driver requirements;
10. The Contractor's Vehicle Inspection Plan;
11. The Contractor's NET Provider's Manual;
12. The Contractor's Operations Procedures Manual; and
13. The Contractor's reporting capabilities.

DOM reserves the right to request additional documentation from the Contractor prior to the Readiness Review.

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As part of the Readiness Review, the Contractor must demonstrate to DOM that the Contractor's Call Center meets all contract requirements, including reporting capabilities. The Contractor's data system shall meet all Contract requirements, including:

1. The Contractor's data collection;
2. The Contractor's method by which beneficiary information is recorded by the Contractor and displayed on screens used by Call Center Staff at their work stations;
3. The Contractor's method by which overrides and/or special instructions will be displayed on screens;
4. The Contractor's ability to determine beneficiary eligibility;
5. The Contractor's ability to produce denial letters to beneficiaries, NET Providers, and Medicaid Providers, as appropriate;
6. The Contractor's functionality of the web-based system;
7. The Contractor's quality control procedures and edits;
8. The Contractor's reporting capabilities;
9. The Contractor's staff are appropriately trained; and
10. The Contractor's staff is sufficient to meet the timeliness and telephone system requirements of this IFB.

The Contractor shall have an opportunity to make corrections prior to Operational Start Date and will be required, upon request of DOM, to submit documentation to DOM that corrections have been made.

If the Contractor is not ready to begin operations on the Operational Start Date, the Contractor shall pay any costs DOM may incur if DOM must use services other than those of the Contractor to continue to supply NET Services in the State.

Ten (10) business days prior to the scheduled Operations Start Date, the Contractor shall begin taking calls for requests for NET Services that are scheduled to be provided on or after the scheduled Operations Start Date.

2.20 Quality Assurance Plan

The Contractor shall submit the Quality Assurance Plan to DOM sixty (60) calendar days prior to the Operational Start Date and the plan must be approved by DOM prior to the Contractor commencing operations. The Quality Assurance Plan shall include at least the following:

1. The Contractor's procedures for certification that all NET Services paid for are properly authorized and actually rendered;
2. The Contractor's plan to develop safeguards against fraud or abuse by providers and drivers, Medicaid Providers, beneficiaries and Contractor staff and fulfill DOM reporting requirements regarding such activity;
3. The Contractor's agreement to indemnify DOM against any causes of actions or claims of payment brought by providers, drivers or beneficiaries;
4. The Contractor's plan to ensure that standards are met for vehicle maintenance, operation, and inspection; driver qualifications and training; Complaint Resolution and Grievance Process; and delivery of courteous, safe and timely NET Services; and

5. DOM reserves the right to make quality assurance reviews on services provided by the Contractor under the Contract anonymously and without advance notice.

2.21 Contract Close Out and Turnover Procedure

2.21.1 Turnover Plan

The Contractor shall submit a Turnover Plan to DOM within fourteen (14) calendar days after notice of award and the Turnover Plan must be approved by DOM prior to the Contractor commencing operations. The Plan shall provide for an orderly and controlled turnover of the Contractor's responsibilities to DOM or its designated agent at the end of the Contract period or upon termination of the Contract, and minimize the disruption of NET Services to beneficiaries. The plan shall include the proposed approach to turnover; the tasks and subtasks for turnover; a schedule for turnover; detailed chart depicting the Contractor's total operation; the operational resource requirements; any training to be provided; and transfer of Medicaid documents and case files, including but not limited to, procedures for the transfer of data, documentation, files, training materials, the operations procedures manual, brochures, pamphlets, and all other written materials and records developed in support of the NET Brokerage Program, to DOM or its designated agent.

2.21.2 Turnover Notification and Turnover Period

In the event DOM desires a turnover of the duties and obligations of the Contractor to DOM or its designated agent upon termination of the Contract, DOM shall give written notification to the Contractor of the need for turnover at least ninety (90) calendar days prior to the termination date of the Contract. The Turnover Period shall begin on the date specified by DOM in the notice and shall continue until DOM determines that all of the Contractor's contract duties and obligations have been met, even if that date extends beyond the termination date of the Contract. DOM shall provide written instructions in the notice regarding the packaging, documentation, data formats, delivery location, and delivery date of all records, data, and information DOM determines are required to provide for an orderly turnover.

2.21.3 Specific Closeout Requirements

The Contractor shall complete all duties required in the Contract with regard to requests for NET Services for dates of services up to and including 11:59 p.m. Central Standard Time on the termination date of the Contract. These duties include, but are not limited to:

1. Scheduling, authorization and provision of NET Services;
2. Successful submission to DOM of all Utilization Data;
3. Generation and sending of all required notices to Medicaid Providers and beneficiaries;
4. Validation Checks as required in this IFB; and
5. Submission and correction as necessary, of all reports required in this IFB.

2.21.4 Agency Access

During the Turnover Period, Contractor shall allow DOM full access, during regular business hours, to all data records, as required in the Contract.

2.21.5 Specific Turnover Requirements

At any time prior to DOM's determination that all requirements under the Contract have been completed, DOM may request, and the Contractor shall provide, the following information to DOM:

1. Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Contractor prior to 11:59 p.m. Central Standard Time on the termination date of the Contract and that have not been transmitted to DOM for processing.
2. Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Contractor prior to 11:59 p.m. Central Standard Time on the termination date of the Contract and that DOM returned to Contractor as unprocessed with an error code.
3. Information on any other deliverables that are pending as of 11:59 p.m. Central Standard Time on the termination date of the Contract, including, but not limited to, any outstanding reports, the status of any unresolved complaints or grievances, and the status of any DOM Appeal hearings that have been scheduled or are in process.

2.21.6 Contractor Response to Questions

The Contractor shall answer any written questions from DOM or a new Contractor regarding the review of the information and data that Contractor has transferred to DOM or its designated agent. The Contractor's answers shall be in writing and shall be submitted to DOM or its designated agent within five (5) business days after receipt of the question.

2.21.7 Turnover Meetings

DOM shall notify the Contractor of the date, time and location of meeting(s) regarding the closeout or turnover to be held among DOM, the Contractor and DOM's designated agent. The Contractor shall provide a minimum of two (2) individuals to attend the meetings. The individuals attending shall be proficient and knowledgeable regarding the paper materials and electronic data to be transferred and delivered to DOM or its designated agent.

2.21.8 Payment for Turnover

The Contractor shall not receive payment or reimbursement, other than the final administrative payment to be made under this IFB for the performance of turnover activities, whether Contractor performs those activities before or after the date of Contract termination. The final administrative payment shall be made upon determination by DOM that all requirements under the Contract have been completed.

2.22 Reporting Requirements

The Contractor shall provide DOM with the reports specified in this IFB in a format that will be provided by DOM prior to the Implementation or Operation Date, as appropriate. Report formats may include paper reports or data files. The Contractor shall provide additional reports or make revisions in the data elements or format upon the request of DOM, without additional charge to DOM and without a contract amendment. Upon request of DOM, the Contractor shall supply the underlying data to support any report submitted. The data shall be in a mutually agreed upon electronic file format. DOM may add or delete reports to be submitted without requiring a Contract amendment. Failure to meet the timeliness standard set forth for each report may, at the sole discretion of DOM; may result in the Contractor being subject to remedies stated in **Section 4.2**.

Deliverable reports shall be submitted to DOM by the 15th calendar day of the month following the report month/quarter in which they are due and include those specified in the IFB, in addition to reports requested throughout the contract period by DOM.

Unduplicated Riders by Level of Service Report

This Report shall be due no later than the 15th calendar day of the month following the report month. The Contractor shall provide a deliverable report which details the following information:

1. Total number of unduplicated beneficiaries by Level of Service for each month in the Fiscal Year with cumulative Fiscal Year-to-Date totals;
2. The percentage of beneficiaries by month and cumulative for the Fiscal Year for each Level of Service;
3. The total number of eligible beneficiaries (this number will be provided to the Contractor by DOM) by month;
4. The percentage of unduplicated beneficiaries over the total number of eligible beneficiaries.

Quarterly Suspected Fraud, Abuse and/or Misuse Summary Report

This Report shall be due no later than the 30th calendar day after the end of each calendar quarter and shall include a summary of all cases forwarded to the Office of Program Integrity and the Contract manager during the previous quarter. The Report shall include the beneficiary's name and Mississippi Medicaid Identification Number (MID), the NET Provider's name and number, and a brief description of the suspected fraud, abuse or misuse. (Requirements found in this IFB.)

Annual Report

This Report shall be due no later than the 60th calendar day following the end of each twelve (12) month period beginning with the Implementation Date. The Report shall include a narrative summary of all NET Brokerage Program activity, Contractor accomplishments, remaining challenges, and Contractor's recommendations.

2.23 Organization and Staffing

The Contractor shall employ staff who can address the unique needs of beneficiaries and Medicaid Providers while assuring that services are provided in the most economical manner. The Contractor shall employ a sufficient number of trained and experienced staff to perform the services required under the Contract, including staff experienced in communicating with medical personnel. The Contractor shall employ management staff who are experienced in staff development and training, supervision of staff, development and implementation of operations, development and revision of policy and procedures, planning, and beneficiary and Provider relations, and who have good communications skills, and possess innovative problem-solving skills. The Contractor shall employ staff able to provide daily on-site data systems support, perform report development and analysis, and perform all required Information System function.

Within fifteen (15) calendar days of contract award shall submit their Organization and Staffing Plan. The Organization and Staffing plan shall include their entire organizational structure, including all parent entities, charts of proposed personnel and positions, number of full-time equivalents (FTEs) associated with each position for Key Staff, and job descriptions of Key Staff and résumés of all Key Staff which includes the (1) Project Manager, (2) Assistant Project Manager, (3) NET Provider Manager (4) Call Center Manager and (5) Complaint/Grievance Coordinator. DOM reserves the right to reject all proposed Key Staff.

The plan shall also include FTE designations, job descriptions and requirements for all non-Key Staff that will perform duties under the contract including but not limited to: Call Center Staff, Provider Management Staff, and Vehicle Inspection Staff.

Below are the required FTE designations, to be submitted to DOM after award, for the Key Staff. The Contractor must review and complete Table 1.

Required Key Staff allocation to this contract:

- A value of “1.0” means the person is assigned to this contract for 40 hours/week.
- A value of “0.8” means the person is assigned to this contract for 32 hours/week.
- A value of “0.7” means the person is assigned to this contract for 28 hours/week.
- A value of “0.5” means the person is assigned to this contract for 20 hours/week.

Table 1 – Key Staff Allocations

FTEs Requirement	Employee Name	Position	Roles and Responsibilities
1.0		Project Manager	
0.8		Assistant Project Manager	
0.7		NET Provider Manager	
0.5		Call Center Manager	
0.5		Complaint Grievance Coordinator	

At least sixty (60) calendar days after contract award, the Contractor shall submit the Key Staff resumes and job descriptions to DOM for review and final approval.

Once the Contractor's plan is approved by DOM, the Contractor may not reduce staffing without DOM approval. The Contractor shall not change proposed staffing without prior approval from DOM. Any changes to the Key Staff positions throughout the Contract period shall be submitted to DOM within three (3) business days of the occurrence for DOM approval. The Contractor shall provide a revised organizational chart to DOM within five (5) calendar days after a DOM approved change is made in the organizational structure. Failure to submit the revised organizational chart to DOM timely may result in the Contractor being subject to remedies stated in **Section 4.2**. If, in its sole discretion, DOM determines that performance standards are not being met, the Contractor shall immediately increase staffing without requiring additional payment.

The Project Manager shall have day-to-day authority to manage the NET Brokerage Program. The Project Manager shall be available to DOM during regular business hours of DOM operation. The Project Manager shall begin work on the NET Brokerage Program no later than thirty (30) calendar days prior to the Operational Start Date. The Contractor shall not hire a new Project Manager without prior approval from DOM.

2.24 Administration Subcontracting

The Contractor shall submit to DOM a list of all subcontractors that the Contractor intends to use for any administrative functions of the NET Brokerage Program, other than NET Providers within fifteen (15) calendar days of award. Additionally, for each subcontractor, the Contractor shall:

1. List the subcontractor's name, address, contact person, and phone number.
2. Detail the exact nature of the subcontractor's responsibility for the NET Brokerage Program, and the projected date the subcontractor will begin work.
3. Detail the time period, scope of work, and quality of performance for any past work performed by the subcontractor in conjunction with Contractor.
4. State the consequences of failure to perform.
5. Provide five references for the subcontractor.
6. Provide a draft of the proposed subcontract, including pricing and payment terms.

2.25 Hardware and Software

The Contractor shall submit to DOM a list of each hardware or software company with which they intend to contract, along with written permission for DOM to contact the company for verification of the proposed arrangement. The letters of intent shall be addressed to DOM and be on the company's letterhead, and shall include the contact person's name and phone number and a synopsis of the company's history. For the purpose of this IFB, a letter of intent is a document stating serious intent to carry out certain business activities. It is not a contract or a license. Please provide this list to DOM within fifteen (15) days of award.

2.26 Other Specifications

2.26.1 Program Integrity Requirements

The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected instances of fraud, waste and abuse, by beneficiaries, providers and drivers, Medicaid Providers or Contractor staff. The Contractor shall have adequate staffing and resources to investigate suspicious incidents and suspected instances of fraud, waste, and abuse and to develop and implement corrective action plans to assist DOM in preventing and detecting potential instances of fraud, waste, and abuse. The Contractor shall comply with all Federal and State requirements regarding fraud, waste, and abuse including but not limited to 42 CFR §455 and Section 1902 (a)(68) of the Social Security Act. The Contractor shall refer all instances of suspected fraud, waste, and abuse to DOM's Office of Program Integrity and the Contract Manager within three (3) business days after discovery of the suspected fraud, abuse, waste or misuse in a format to be specified by the Office of Program Integrity. The Office of Program Integrity contact name and address will be provided by DOM prior to the Operations Start Date. Annually, as a deliverable, the Contractor shall submit to DOM certification and verification that all applicable employees or subcontractors are properly credentialed; have passed appropriate and required background checks; and are not found on any exclusion lists.

Fraud and Abuse Compliance Plan

The Contractor shall have a written Program Integrity Compliance Plan. The Contractor's plan shall include all Contractor's policies and procedures including, but not limited to, defining how the Contractor shall identify and report suspected fraud, waste, and abuse by members, by network providers, by subcontractors and by the Contractor staff; describe the monitoring tools and controls used to protect against theft, embezzlement, fraudulent marketing practices, or other types of fraud and program abuse; and shall describe in detail a comprehensive strategy for monitoring and preventing fraud, waste, and abuse.

This written plan shall be in an easily retrievable and editable electronic format, maintained by the Contractor, and approved by DOM, Office of Program Integrity as an annual Contract deliverable. The Program Integrity Compliance Plan shall be submitted to DOM for approval sixty (60) calendar days prior to the Operational Start Date and yearly thereafter. Updates and changes initiated by the Contractor shall be approved by DOM prior to use. The Plan must additionally describe the type and frequency of training provided to prepare staff to detect fraud. All fraudulent activities or other program abuses shall be handled subject to State and Federal laws and regulations.

The Office of Program Integrity will provide notice of approval, denial, or modification to the Contractor of the Program Integrity Compliance Plan within thirty (30) calendar days of submission. The Contractor shall make any DOM requested updates or modifications following the review within thirty (30) calendar days of a request. At a minimum the written plan shall:

1. Ensure that all officers, directors, managers and employees know and understand the provisions of the Contractor's Program Integrity Compliance Plan;
2. Contain procedures designed to prevent and detect potential or suspected abuse and fraud in the administration and delivery of services under this contract;
3. Include a description of the specific controls in place for prevention and detection of potential or suspected abuse and fraud, including but not limited to:

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- a. Claims edits;
 - b. Post-payment and prepayment review of claims;
 - c. Provider profiling and credentialing;
 - d. Service authorization;
 - e. Utilization management;
 - f. Relevant subcontractor and provider agreement provisions;
 - g. Written provider and member material regarding fraud and abuse referrals.
4. Contain provisions for the confidential reporting by members, NET providers, staff personnel and subcontractors of any Plan violations identified to the Office of Program Integrity;
 5. Contain provisions for the investigation and follow-up of any compliance plan reports;
 6. Contain provisions for the Contractor's suspension of payments to a Net Provider;
 7. Ensure that the identities of individuals reporting violations of the plan are protected;
 8. Require that any provider or Member confirmed or suspected of Program fraud and abuse as defined under state or federal law or under the terms of this contract be reported to DOM, Office of Program Integrity;
 9. Contain verification that all applicable employees or subcontractors are properly credentialed; have passed appropriate and required background checks; and are not found on any exclusion lists; and
 10. Require that no individual or entity who reports Plan violations or suspected fraud and abuse is subjected to retaliation.

The Contractor shall designate an officer or director in its organization who has responsibility and authority for carrying out the provisions of the Program Integrity Compliance Plan, and who shall be appointed as the primary point of contact for DOM's Office of Program Integrity.

The Contractor shall report all instances of suspected, potential or actual fraud, waste, and abuse to DOM within three (3) business days of discovery prior to the initiation of any investigative action or recoupment efforts by the Contractor or within three (3) business days of Contractor notification that another entity is conducting such an investigation of the Contractor, its network providers, members, or Contractors staff. The Contractor must submit an investigative report (including but not limited to, an investigative summary, trip logs, all correspondence as it relates to the investigation, provider credentialing, claim information, etc.) of all suspected or confirmed fraud cases. The Contractor shall provide support to DOM on matters relating to specific cases involving prevention or detection of suspected fraud. All reports shall be sent to DOM in writing and shall include a detailed account of the incident, including names (referral source and contact information, member name and contact information and network provider name and contact information), dates (date of incident and date of referral), places, mode of transportation, funds recouped, lost and/or saved suspected fraudulent activities and resolution of referral (including but not limited to corrective action plan, performance improvement plan, and liquidated damages). In addition, as a required deliverable, the Contractor shall provide a comprehensive quarterly report to the Office of Program Integrity of all incidents of potential or actual fraudulent activity and results and/or updates in a format approved by DOM.

The Contractor's staff and management shall be available and shall fully cooperate and comply with all fraud, waste, and abuse investigation efforts by DOM, the Medicaid Fraud Control Unit (MFCU) and other state and federal entities. The Contractor shall also require adherence with these requirements in any contracts it enters into with subcontractors, providers, and drivers or other Medicaid Providers.

The Contractor must suspend payments to a network provider for which DOM determines there is a credible allegation of fraud in accordance with CFR § 455.23. No recoupment activity is allowed by the Contractor on a network provider after a credible allegation of fraud referral is made unless it is specifically released in writing by DOM, Office of Program Integrity.

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Any DOM recovery, in whole or in part, or penalty recovered through the investigative efforts or litigation by the MFCU related to fraudulent provider conduct shall be forfeited by the Contractor.

2.26.2 Expansion or Reductions in Services

In an effort to ensure that maximum efficiencies are utilized for all transportation programs that are the responsibility of the State, DOM may determine that it is necessary to expand transportation services to include services and/or populations that are not currently covered by the Contract. If DOM determines that an expansion is necessary, the Contractor and DOM shall negotiate in good faith the cost to expand transportation services which may be subject to PPRB approval. DOM may determine that it is necessary to reduce transportation services and/or populations that are currently covered by the contract. If DOM determines that a reduction in services is necessary, the Contractor and DOM shall negotiate in good faith the cost to reduce transportation services.

2.27 Contractor Payment

DOM will not release payment to the Contractor during the operational phase of the contract until services rendered have been validated via Data and Deliverable Reports. Any travel performed in conjunction with performing the responsibilities of this contract shall not include any profit for the Contractor. The Contractor will be required to submit quarterly financial reports that include administrative costs and transportation costs. The total amount payable by DOM to the Contractor shall not exceed the total of the contract price for the term of the contract.

2.27.1 Implementation Pricing

All costs associated with implementation will be the responsibility of the Contractor. DOM will not be responsible for the cost of implementation.

2.27.2 Operation Pricing

During the operational phase of the contract, the Contractor shall be paid monthly in accordance with **Attachment C – Bid Form for Net Brokerage Services** for the following:

1. Each trip leg, and
2. An administrative fee capped each month at an amount not to exceed 15% of the monthly trip leg payment.

2.27.3 Turnover Pricing

No specific or lump-sum payment shall be made by DOM for Turnover Phase services. Payment for such services shall be encompassed in the Operational Phase.

2.27.4 Invoices Format

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

2.27.5 Erroneous Issuance of Compensation

In the event compensation to the Contractor of any kind is issued in error, the Contractor shall reimburse DOM the full amount of erroneous payment within thirty (30) calendar days of written notice of such error. Interest shall accrue at the statutory rate upon any amounts determined to be due and not repaid within thirty (30) calendar days following the notice. If payment is not made within thirty (30) calendar days following notice, DOM may deduct the amount from the Contractor's monthly administrative invoice.

2.27.6 Release

Upon final payment of the amounts due under this contract, the Contractor shall release DOM and its officers and employees from all liabilities and obligations whatsoever under or arising from this contract. Payment to the Contractor by DOM shall not constitute final release of the Contractor. Should audit or inspection of the Contractor's records subsequently reveal outstanding Contractor liabilities or obligations, the Contractor shall remain liable to DOM for such liabilities and obligations. Any overpayments by DOM shall be subject to any appropriate recoupment to which DOM is lawfully entitled. Any payment under this contract shall not foreclose the right of DOM or any other state or federal oversight entity to recover excessive or illegal payments as well as interest, attorney fees, and costs incurred in such recovery.

2.28 Contract Phases

2.28.1 Implementation Phase

Contractor shall refer to **Section 2.18** Implementation Work Plan for details.

The Contractor shall be responsible for the preparation and execution of a final implementation plan. This plan shall be based upon the requirements of this IFB and coordinated with DOM to ensure readiness to complete required tasks by specified dates. The Contractor shall develop an implementation plan to be approved by DOM that outlines in detail all steps necessary to begin program operations.

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

2.28.2 Operational Phase

During the operational phase, the Contractor shall perform the responsibilities described in this IFB. The Contractor will be required to adhere to the performance requirements of the contract and those found in state and federal law, as well as the requirements of any revisions in federal and state law or regulations

which may be enacted or implemented during the period of performance of this contract that are directly applicable to the performance requirements of this contract.

2.28.3 Turnover Phase

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

Upon receipt of notification of DOM's intent to transfer the contract functions, the Contractor shall provide a Turnover Plan to DOM within the time frame specified by DOM. The Contractor shall take no action(s) that will hinder the orderly transition of duties and responsibilities from the Contractor to another separate contractor upon termination of this contract. Timelines for turnover activities will be specified by DOM.

The Turnover Plan shall include, but is not limited to, the following:

1. Proposed approach to turnover.
2. Tasks and subtasks for turnover.
3. Schedule for turnover.
4. Detailed chart depicting the Contractor's total operation.
5. Transfer of Medicaid documents and case files to DOM or its designated agent.

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

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

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3.0 PROCUREMENT PROCESS

3.1 Approach

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

DOM will ensure the fair and equitable treatment of all persons and Bidders in regards to the procurement process. The procurement process provides for the evaluation of the IFB and selection of the lowest and most responsive and responsible Bidder in accordance with Federal and State laws and regulations. Specifically, the procurement process is guided by appropriate provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

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

1. The conditions governing the procurement process,
2. The Bidder meeting eligibility and minimum qualifications described in **Section 1.8** of this IFB,
3. The price submission methodology in **Attachment C, Bid Form**,
4. Certification that the Bidder's submitted bid is firm and binding for 180 calendar days after due date; and,
5. Acknowledgment of the detailed descriptions of the Mississippi Medicaid Program and the Non-Emergency Transportation Services requirements.

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

3.2 Mandatory Letter of Intent

To be eligible to submit a Bid, Bidders are required to submit **Attachment B: Mandatory Letter of Intent**. The Mandatory Letter of Intent is due by **2:00 p.m. CST, February 1, 2023**. The Letter of Intent must be signed by an individual authorized to commit the Bidder to the work proposed.

The Letter of Intent shall be submitted via email to procurement@medicaid.ms.gov. Submission of the Letter of Intent shall not be binding on the prospective offeror to submit a bid; however, failure to submit the Mandatory Letter of Intent by deadline listed above, will disqualify a submitted bid from consideration. It is the responsibility of the Bidder to ensure that the Letter of Intent is delivered timely, and the Bidder bears all risks of delivery.

For the purposes of accessing DOM's SharePoint site that will be used for submission of bids, the Bidder must include on the Mandatory Letter of Intent one (1) individual's email address for the person responsible for uploading the bid to the SharePoint site. A field is included on the Mandatory Letter of Intent for that purpose.

3.3 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. The Public Procurement Review Board has approved DOM for a contract term greater than five (5) years to allow additional months for an implementation period, increasing the contract term to an estimated five (5) years and four (4) months. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

3.3.1 Requirements

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

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

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

3.4.1 Restrictions on Communications with DOM staff

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

3.4.2 Amendments to this IFB

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

Amendments to the IFB shall be identified as such and shall require that the Bidder acknowledge receipt thereof. The amendment shall reference the portions of the IFB it amends. Question and Answer documents shall be treated in the same manner as amendments.

3.4.3 Acceptance of Bids

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

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

DOM also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DOM and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DOM.

Where DOM may waive minor irregularities as determined by DOM, such waiver shall in no way modify the IFB requirements or excuse the Bidder from full compliance with the IFB specifications and other contract requirements if the Bidder is awarded the contract.

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

3.4.4 Rejection of Bids

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

1. The bid contains unauthorized amendments to the requirements of the IFB;
2. The bid is conditional;
3. The bid is incomplete or contains irregularities that make the bid indefinite or ambiguous;
4. The bid is not signed by an authorized representative of the party;
5. The bid contains false or misleading statements or references;
6. The Bidder is determined to be non-responsible as specified in **Section 3.5.1** below;
7. The bid ultimately fails to meet the announced requirements of the State in some material aspect;

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8. The bid price is clearly unreasonable based on DOM's assessment of the Contractor's anticipated level of effort necessary to perform the work;
9. The bid is not responsive, i.e., does not conform in all material respects to the IFB;
10. The supply or service item offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the IFB;
11. The Bidder does not comply with the Bid Submission Requirements as set forth in this IFB;
12. The Bidder currently owes the State money;
13. Lack of competitiveness by reason of collusion or knowledge that reasonably available competition was not received;
14. Error in specifications or indication that revisions would be to the State's advantage;
15. Cancellation or changes in the intended project or other determination that the proposed requirement is no longer needed; or
16. Limitation or lack of available funds.

3.4.5 Alternate Bids

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

3.4.6 Bid Amendments and Withdrawal

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

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

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

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

3.4.7 Disposition of Bid

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by DOM shall upon receipt become and remain the property of DOM. DOM

shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

3.4.8 Notice of Intent to Award

DOM will award through written notice to the responsive Bidder with the lowest, responsible bid that meets the requirements and criteria set forth in the IFB. The notice will be posted on DOM's website and the Mississippi Contract/Procurement Opportunity Search Portal. The notice of intent to award shall be sent by e-mail to the winning bidder. Unsuccessful Bidders shall also be notified in the same manner.

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

3.5 Bid Evaluation

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

3.5.1 Responsive Bidder

Bidder must submit a bid which conforms in all material respects to the IFB requirements. Bid responses that do not meet the minimum qualifications shall be rejected.

3.5.2 Nonconforming Terms and Conditions

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

3.5.3 Conditioning Bid upon Other Awards

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

3.5.4 DOM Rights Reserved

By and through this IFB, DOM reserves its right to Reject any and/or all Bids that do not meet the minimum requirements of this IFB.

3.5.5 Bid Submission Format

A coversheet identifying each attachment with the Bidder's name, should be placed before each attachment and one coversheet for any/all amendments. All information must be presented in the same

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order and format as described below. One combined PDF file should be uploaded in SharePoint with the file name: **[BIDDER'S NAME]_NET Brokerage Services**.

The PDF should be in the following format:

1. Attachment A – Bid Cover Sheet,
2. Attachment C – Bid Form, with Staffing Plan
 - a. Attachment C: Addendum 1: Minimum Qualifications,
 - b. Attachment C: Addendum 2: Capability to Provide Services,
3. Attachment E – References,
4. Attachment F – DHHS Certification Drug-Free Workplace,
5. Attachment G – Certification Debarment, Suspension, and Other Responsibility Matters, and
6. Amendment Acknowledgments (if applicable)
7. Appendix A – Financial Statements

Electronic files shall not be password protected. Files should be in a single document in a searchable Adobe Acrobat (PDF) format.

Each page of the bid and all attachments shall be numbered and identified with the name of the Bidder in the header. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DOM reserves the right to decide, on a case by case basis, whether to reject a bid with modifications or additions as nonresponsive. As a precondition to bid acceptance, DOM may request the Bidder to withdraw or modify those portions of the bid deemed non-responses that do not affect quality, quantity, price, or delivery of the service.

Once Bidders have uploaded their files to SharePoint, they may ask DOM to verify receipt of responses by emailing procurement@medicaid.ms.gov before the deadline of submissions.

All bid submissions, including all files, must be received by DOM no later than **2:00 p.m. Central Standard Time (CST), on March 23, 2023**. After the deadline, the Bidder's access to SharePoint will expire. No exceptions will be made. DOM is not responsible for bids that are uploaded into SharePoint and system timestamped after the 2:00 p.m. submission time. Please allow for the timely delivery of files/bids into SharePoint. Any attempts to submit a bid or any modifications after the deadline will be considered late and will not be considered for award. No late submissions will be accepted.

3.6 Bid Opening

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

3.7 Award

The contract shall be awarded by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in this IFB. Any bids received may be rejected in whole or in part when in the best interest of the State.

3.7.1 Responsible Contractor

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

3.7.2 Notification

All participating Bidders shall be notified of DOM's intent to award a contract as mentioned in **Section 3.4.9**. In addition, DOM shall identify the successful Bidder. Notice of award is also made available to the public 48 hours prior to official award.

3.8 Protest of Solicitations or Awards

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

3.8.1 Procedure for Filing Protests

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

Any actual or prospective Bidder or Bidders who are aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer and copy the Department of Finance and Administration Director of the Office of Personal Service Contract Review (OPSCR). The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) day period shall not be considered.

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The Chief Procurement Officer shall submit a copy of the protest to the OPSCR within three (3) business days of receipt of a written protest. OPSCR shall forward a copy of the protest to the Special Assistant Attorney General.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the OPSCR within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) days of the solicitation posting or award.

3.8.2 Content of Protest

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

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

3.8.3 Protest Decision

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

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

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

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

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or

conclusive. A determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

3.8.4 Stay of Solicitation or Award

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

3.8.5 Right to Appeal

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

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

3.8.6 Protest Bond

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

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

3.9 Post-Award Vendor Debriefing

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-112 (Protest of Solicitations or Awards).

Vendor debriefing is available and the information described in **Section 3.9.3** below may be disclosed during post-award debriefing.

3.9.1 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or via email, with the subject line: Debriefing Request, to procurement@medicaid.ms.gov, to be received by the agency within three (3) business days of the Notice of Intent to Award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

3.9.2 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

3.9.3 Information to Be Provided

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

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

3.9.4 Information Not to Be Provided

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

3.9.5 Summary

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

3.10 Required Contract Terms and Conditions

Any contract entered into between DOM and a vendor/Bidder shall include the required clauses found in **Section 4** and those required by the Public Procurement Review Board's OPSCR Rules and Regulations as updated.

3.11 Mississippi Contract/Procurement Opportunity Search Portal

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

3.12 Attachments

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

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4.0 TERMS AND CONDITIONS

4.1 General

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

1. The contract and any amendments thereto;
2. Written questions from DOM answered by the Contractor in writing during the Evaluation process (“IFB Bid Clarifications”);
3. The Contractor’s Bid submitted in response to the IFB and any attachments, in their entirety, or the Contractor’s Best and Final Offer (BAFO) (if applicable) which would supersede any and all other bids from the Contractor (Contractor’s IFB Bid); and
4. The IFB and any amendments thereto, in their entirety.

4.1.1 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:

1. First, by reference to the Contract and any amendments thereto. If Contract Amendments exist, they are referenced first, in order from most recent to least recent. If the matter is still unresolved, then reference shall be made to the original, unamended Contract;
2. Second, the IFB Bid Clarifications;
3. Third, the Contractor’s IFB Bid and BAFO, if applicable;
4. Fourth, the IFB, in its entirety, including any amendments thereto.

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

4.1.2 Contract Amendments

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

4.1.3 Modifications

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

Contractor: Person(s) designated by the Contractor
DOM: Executive Director

4.2 Performance Standards, Actual Damages, Liquidated Damages, Retainage and Other Remedies

4.2.1 Corrective Action

DOM may require corrective action in the event that any deliverable, report or the like should indicate that the Contractor is not in compliance with any provision of this Contract. DOM may also require the modification of any policies or procedures of the Contractor relating to the fulfillment of its obligations pursuant to this contract. DOM may issue a deficiency notice and may require a corrective action plan (CAP) be filed within 15 calendar days following the date of the notice. A CAP shall delineate the time and manner in which each deficiency is to be corrected. A CAP shall be subject to approval by DOM, which may accept it as submitted, accept it with specified modifications or reject it. DOM may extend or reduce the time frame for corrective action depending on the nature of the deficiency and shall be entitled to exercise any other right or remedy available to it, whether or not it issues a deficiency notice or provides Contractor with the opportunity to take corrective action.

Should DOM determine, in its sole discretion, that a CAP will not be sufficient to remedy a Contractor deficiency, DOM will inform the Contractor, and the Contractor shall cure the deficiency within a time frame specified by DOM. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, DOM may terminate the contract without further obligation to the Contractor.

4.2.2 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 may assess actual or 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. The parties also declare and agree that DOM will incur damages in the event of a breach of this Agreement by Contractor. 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 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

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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. Contractor shall be provided fifteen (15) calendar days from the date of written notice to respond before DOM invokes the actual or liquidated damage assessment. Any assessments will, in DOM’s sole discretion, either be: (1) offset against the subsequent monthly payment(s) to the Contractor by DOM, (2) paid directly to DOM by the Contractor monthly, or (3) DOM will collect the amount of the assessed liquidated damages from future invoice payments without further notice. Any assessed liquidated damages collected may be rescinded, reduced, or retained in full pending DOM’s determination of timely disputes. Should the Contractor elect to dispute, it should do so in writing and include any and all evidence it wishes for DOM to consider in support of its dispute. Any decision by DOM on such a dispute constitutes a final decision and can be appealed through DOM’s administrative appeal process.

Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess liquidated damages between one dollar (\$1.00) and one million dollars (\$1,000,000.00) for failure to meet any contract requirement not identified in the chart below 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.

The determination of the below liquidated damage amounts shall be at DOM’s sole discretion up to the below amounts for each requirement:

Liquidated Damages

IFB Section Reference Number	IFB Requirement	Liquidated Damages
Section 2.1	Failure of Contractor to correctly authorize, schedule and provide Routine and Non-Routine NET Services, where DOM determines that there is a pattern of such failures.	Liquidated damages up to \$5,000 per instance, per calendar day.
Section 2.9.1.1 Section 2.9.1.2 Section 2.9.2	Failure by Contractor to educate beneficiaries, Medicaid Providers and transportation providers and carriers, where DOM determines that there is a pattern of such failures.	Liquidated damages up to \$1,500 per instance, per calendar day.
Section 2.9.3 Section 2.9.4	Failure by Contractor to maintain a current Provider Manuals or Operations Procedures Manual.	Liquidated damages up to \$250 per calendar day.

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Section 2.8.8 Section 2.8.9 Section 2.8.10	Failure by Contractor to ensure that drivers and vehicles meet the minimum requirements or failure by Contractor to perform required vehicle inspections.	Liquidated damages up to \$1,000 per instance.
Section 2.8.6	Failure by Contractor to maintain a NET Provider network sufficient to meet the standards of the Contract, as determined by DOM.	Liquidated damages up to \$1,000 per calendar day.
Section 2.8.14 and 2.8.14.1 Section 2.20	Failure by Contractor to meet the requirements within Contractor’s quality assurance and monitoring plan, including the Contractor’s Customer Satisfaction Survey.	Liquidated damages up to \$1,000 per instance, per calendar day, until noncompliance is remedied to DOM’s satisfaction.
Section 2.14	Failure by Contractor to develop or maintain all required electronic and data systems.	Liquidated damages up to \$2,500 per instance, per calendar day, until noncompliance is remedied to DOM’s satisfaction.
Section 2.22	Failure by the Contractor to comply with reporting requirements set forth in this IFB.	Liquidated damages up to \$250 per instance, per calendar day, until noncompliance is remedied to DOM’s satisfaction.
Section 2.23	Failure by Contractor to maintain staffing levels, to meet the standards outlined in this IFB.	Liquidated damages up to \$2,500 per calendar day until noncompliance is remedied to DOM’s satisfaction.
Section .8.7	Failure by Contractor to conduct pre-transportation and post-transportation validation checks as required in this IFB.	Liquidated damages up to \$250 per instance.
Section 2.5 Section 2.7	Failure by Contractor to authorize and schedule Routine and Non-Routine NET Services within the timeframes set forth in this IFB.	Liquidated damages up to \$200 per instance.
Section 2.21	Failure of Contractor to comply with the close out and turnover requirements of this IFB.	Liquidated damages up to \$25,000 per calendar day until noncompliance is remedied to DOM’s satisfaction. Any liquidated damages imposed, shall be deducted from the final payment to be made to Contractor.
Section 2.14.2	Failure by Contractor to (a.) submit timely and accurate Encounter Data (paid, amended or denied); (b.) resubmit rejected files with all of the required data elements in the correct format by the Contractor within fourteen (14) calendar days from the date the	(a) Liquidated damages between \$1 and \$5,000 per instance, per calendar day until noncompliance is remedied to DOM’s satisfaction. (b) Liquidated damages up to \$500 per instance, per calendar day past the resubmission due date until noncompliance is

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	<p>Contractor received the rejected file; and (c.) adjust or void encounter claim files within fourteen (14) calendar days of notification by DOM.</p>	<p>remedied to DOM’s satisfaction. (c) Liquidated damages up to \$500 per instance, per calendar day until noncompliance is remedied to DOM’s satisfaction.</p>
Section 2.2 Section 2.9	<p>Failure by the Contractor to obtain approval in writing by the Division of Medicaid for any public facing or publicly reported material distributed by the Contractor.</p>	<p>Liquidated damages up to \$2,500 per instance, per calendar day until noncompliance is remedied to DOM’s satisfaction.</p>
Section 4.2 and 4.2.2	<p>Failure to timely submit a DOM approved Corrective Action Plan (CAP).</p>	<p>Liquidated damages up to \$500 per business day until the CAP is submitted.</p>
Section 4.2 and 4.2.2	<p>Failure to successfully carry out a DOM approved CAP within the time frames outlined in the CAP; DOM may assess \$500 per business day until the CAP is completed.</p>	<p>Liquidated damages up to \$500 per business day until the CAP is completed.</p>
Section 2.14.1	<p>Failure by the Contractor to submit to DOM within one (1) business day of any change in Contractor staff members whereby Contractor staff members are no longer employed by the Contractor or the Contractor staff members who no longer need access to the MESA.</p>	<p>Liquidated damages up to \$100 per business day for the days the information is not submitted.</p>
Section 2.8.3	<p>Failure by the Contractor to pay at least ninety percent (90%) of all “clean claims” within thirty (30) calendar days of the date of receipt.</p>	<p>Liquidated damages between \$1 and \$5,000 per instance, per calendar day until noncompliance is remedied to DOM’s satisfaction.</p>
Section 2.8.3	<p>Failure by the Contractor to pay at least ninety-nine percent (99%) of all “clean claims” within ninety (90) days of the date of receipt.</p>	<p>Liquidated damages between \$1 and \$5,000 per instance, per calendar day until noncompliance is remedied to DOM’s satisfaction.</p>
Section 2.11 Section 2.12	<p>Complaints- Combined complaints by members, facilities, and providers (excluded rider no show and rider late) shall not exceed 0.17% of total trips per month. Measured each month by an Operations Report does not exceed 0.17%.</p>	<p>Liquidated damages between \$1 and \$5,000 per instance.</p>
Section 2.5	<p>Unfulfilled Trips- Trips not fulfilled by provider. An unfulfilled trip is an eligible trip that is: (a) Not fulfilled (provided) due to a “Provider No Show”</p>	<p>Liquidated damages between \$1 and \$5,000 per instance.</p>

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	<p>(b) Not fulfilled (provided) as a result of the Contractor having “No vehicle available” to transport the member, or</p> <p>(c) Not fulfilled (provided) as a result of the Contractor having “No provider willing to transport” the member, or</p> <p>(d) Any other similar inability of the Contractor to secure an NEMT provider to transport the member at the scheduled time</p>	
Section 2.5	<p>If the Contractor failed to notify a Transportation Provider of the need for a special accommodation that was known or should have been known to the Contractor (i.e. the information was in the Contractor’s profile of the Participant, in a Provider Certification Form or Treatment Plan, was a Repetitive, Scheduled, Non-Emergent Transport, or the transport request was for a Bariatric Transport and this information was not provided to the Transportation Provider whereby a Participant was unable to be transported because an inappropriate vehicle was dispatched, or a vehicle lacked the necessary number of and/or properly trained staff).</p>	<p>Liquidated damages between \$1 and \$5,000 per instance.</p>
Section 4.20.1	<p>Unauthorized utilization or disclosure of any confidential information not classified as PHI, in violation of the requirements listed herein. An occurrence means each unauthorized use or disclosure, regardless of the number of persons or Trading Partners involved.</p>	<p>Liquidated damages up to \$10,000 per occurrence.</p>
Section 4.21.3	<p>Failure for the Contractor or any of its subcontractor(s) to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA). An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.</p>	<p>Liquidated damages up to \$2,500 per occurrence. An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.</p>
Section 4.21.3	<p>Failure to meet the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations thereunder, including but not limited</p>	<p>Liquidated damages up to \$1,000 per incident. An incident means, with respect to protected health information (PHI), (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure</p>

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	to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as amended.	of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration or other event in which PHI cannot be accounted for.
Section 4.21.3; BAA	Failure of Contractor to notify DOM of an “Incident” both in writing and by telephone within 72 hours of discovery by Contractor or subcontractor. Incident is related to Protected Health Information (PHI) and is further defined as: (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI; (ii) breach of unsecured PHI, or (iii) any loss, destruction, alteration, or other event in which PHI cannot be accounted for.	Liquidated damages up to \$10,000 per day until DOM is properly notified and up to \$1,000 per incident.

At DOM’s discretion, the Contractor shall publish on their public website any actual or liquidated damages approved by DOM within ten (10) business days of approval and maintain the document on the site through the contract term.

4.2.3 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:

- a) 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;
- b) Require additional and more detailed financial reports from the Contractor;
- c) Refuse to allow participation in Contractor incentive pay, if applicable;
- d) Disallow all or part of the cost of the activity or action not in compliance with the Agreement;
- e) 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
- f) As allowed by law, require payments to Contractor as reimbursements rather than advance payments;
- g) Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance

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within a given period of performance;

- h) Require Contractor to complete a Corrective Action Plan (hereinafter “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;
- i) Require additional project monitoring of the Contractor;
- j) Require the Contractor to obtain technical and/or management assistance at Contractor’s expense;
- k) 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;
- l) Refer Contractor to the applicable Federal and/or State agencies for the imposition of civil money penalties;
- m) Refer Contractor to the Mississippi Attorney General’s Office;
- n) 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;
- o) Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency;
- p) Require the Contractor to correct and/or rework deficient work at Contractor’s expense; and
- q) 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 for services.

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. Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

4.3 Term of Contract

As noted in **Section 3.3**, DOM was approved by the Public Procurement Review Board (PPRB) for a contract term greater than five (5) years. Therefore, the initial term of the contract shall commence on June 8, 2023 and shall expire September 30, 2026. DOM reserves the right, under the same terms and conditions as the existing contract, an option for two (2) one-year contract extension periods, provided that DOM obtains approval from the Public Procurement Review Board (PPRB) for an extension. Therefore, the Implementation Period of the initial term shall be for an approximate four (4) month period (3 months and 23 days), beginning June 8, 2023 and ending September 30, 2023. The Operational Period of the initial term shall thereafter begin on October 1, 2023 and end on September 30, 2026.

4.3.1 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations, policies, and procedures as now existing and as may be amended or modified.

4.3.2 Availability of Funds

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

4.3.3 Representation Regarding Contingent Fees

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

4.3.4 Representation Regarding Gratuities

Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

4.3.5 Excusable Delays/Force Majeure

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, natural disasters or other cause beyond their reasonable control. When such a cause arises, the Contractor shall notify DOM immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. If DOM reasonably believes that no excusable delay or force majeure exists,

it may require Contractor to resume performance. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless DOM determines it to be in its best interest to terminate the Contract.

4.3.6 Compliance with Laws

Contractor understands that the 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. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

4.3.7 Procurement Regulations

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

4.3.8 Stop Work Order

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

2. **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such

action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price Adjustment clause of this contract.

4.3.9 E-Payment

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

4.3.10 E-Verification

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

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both.
3. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

4.3.11 Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to electronically

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

4.3.12 Termination of Contract

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

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

At DOM's option, termination for reasons 1, 3, and 4 listed herein may also be considered termination for convenience.

4.3.13 Termination for Convenience

1. **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor shall stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

4.3.14 Termination for Default by the Contractor

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

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2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the DOM's Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor, in good faith and for objectively reasonable circumstances, has notified the Agency Head or designee within 15 calendar days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies of DOM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4.3.15 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. i.e. a receivership, that are not dismissed within sixty (60) days, then DOM shall have the right to terminate this contract for convenience upon written notice as required in **Section 4.3.13** of this IFB. 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, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise DOM. The Contractor shall ensure and shall satisfactorily demonstrate to DOM that all tasks related to the subcontract are performed in accordance with the terms of this contract.

4.3.16 Approval Clause

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

4.3.17 Procedure on Termination

4.3.17.1 Contractor Responsibilities

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

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;

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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;
7. Fully train DOM staff or other individuals at the direction of DOM in the operation and maintenance of the process;
8. Promptly transfer all information necessary for the reimbursement/payment of any outstanding claims and/or invoices;
9. Return to DOM and/or destroy/sanitize all DOM data covered by the Business Associate Agreement and/or the Data Use Agreement in accordance with the terms of the Business Associate Agreement and/or the Data Use Agreement; and,
10. Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations not withstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

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

4.3.17.2 DOM Responsibilities

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

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

The Contractor shall have the right of appeal, as stated under Disputes (**Section 4.14**) from any such determination made by DOM.

4.4 Notices

Whenever, under this IFB, one party is required to give notice to the other, except for purposes of Notice of Termination under **Section 4.3.12** of this IFB, such notice shall be deemed given upon delivery, if delivered by hand, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested

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or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager
Street Address
City, State Zip Code

In case of notice to DOM:

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

Copy to Contract Administrator, DOM

4.5 Cost or Pricing Data

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

4.6 Subcontracting

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

The Contractor shall not subcontract any portion of the services to be performed under this contract without the prior written approval of DOM. The Contractor shall notify DOM not less than sixty (60) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. All subcontracts require the prior written approval of DOM.

Any subcontract shall be in writing and shall contain provisions such that it is consistent with and subject to the terms of this Contract, the DOM Business Associate Agreement, and the DOM Data Use Agreement. Contractor shall provide DOM a fully executed version of any subcontract no later than thirty (30) days after execution.

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

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

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

4.7 Proprietary Rights

4.7.1 Ownership of Documents

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, DOM shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material produced under this contract qualifies for copyright, the Contractor may copyright such material, with approval of DOM; however, Contractor shall grant to DOM a royalty-free, non-exclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, such materials, in whole or in part.

4.7.2 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 work that is the subject of within the scope 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.

The Contractor shall not access DOM User accounts, or DOM Data, except:

- a. In the normal course of NET operations;
- b. In response to service or technical issues;
- c. As required by the express terms of the contract; or
- d. Upon written request by DOM.

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

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

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

4.7.3 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:

- a. All information obtained by the Vendor under the contract shall become and remain property of DOM.
- b. All documents developed by the Contractor under the contract shall become and remain property of DOM, including technical design, user guide, QA records, meeting minutes, etc.
- c. 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.

4.7.4 Public Information

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

4.7.5 Right of Inspection

The Division of Medicaid (DOM), Mississippi Office of the State Auditor (OSA), Department of Health and Human Services (DHHS), Centers of Medicare and Medicaid Services (CMS), Office of Inspector General (OIG), General Accountability Office (GAO), or any other authorized representative prior-approved by DOM, at all reasonable times, have the right to enter onto the Contractor's premises, or such

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other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed as well as Contractor's books and records pertaining to the extent and cost of services furnished to DOM or eligible recipients.

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.

4.7.6 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other Federal or State personnel. All records, including training records, pertaining to the contract must be readily retrievable within three (3) business days for review at the request of DOM and its authorized representatives. All records shall be maintained and available for review by authorized federal and State personnel during the entire term of the Contract and for a period of seven (7) years thereafter, unless an audit is in progress or there is pending litigation. The right to audit shall exist for seven (7) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4.8 System Security Requirements

4.8.1 Data Location

The Contractor shall not store or transfer DOM data outside of the continental United States. This includes backup data and Data Recovery locations. The Contractor will permit its personnel and contractors to access DOM data remotely only as required to provide technical support.

4.8.2 Data Encryption

The Contractor must encrypt all non-public data in transit regardless of the transit mechanism. 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.

Where encryption of data at rest is not possible, the Contractor must describe existing security measures that provide a similar level of protection.

If the Contractor cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Refer to **Section 4.19.3 Cyber Liability**, for details.

4.8.3 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 4 hours of the incident and all communication shall be coordinated with DOM. 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.

4.8.4 Notification of Legal Requests

Contractor shall contact DOM immediately upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of DOM. 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.

4.8.5 Termination and Suspension of Service

- a. In the event of termination of the contract, the Contractor shall implement an orderly return of DOM data in CSV or XML or another mutually agreeable format. The Contractor shall guarantee the subsequent secure disposal of DOM data.
- b. 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.
- c. 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. Within this 90-day timeframe, Contractor will continue to secure and back up DOM data covered under the contract.
- d. 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.
- e. 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.

4.8.6 Security Logs and Reports

Contractor shall allow DOM access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the Agreement with the Contractor.

4.8.7 Processes and Procedures

Contractor shall disclose its non-proprietary 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.

4.8.8 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.

4.9 Interpretations/Changes/Disputes

Refer to **Section 4.1** of this IFB for the order of priority in the event of a dispute or conflict between the components of this Agreement.

DOM reserves the right to clarify any terms of this contract in writing and such clarification will govern in case of conflict with the requirements of the IFB. Any ambiguity in the IFB shall be construed in favor of DOM.

4.10 Conformance with Federal and State Regulations

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

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

The Contractor expressly agrees to all of the provisions and requirements as set forth in the State Plan for Medical Assistance approved by the State of Mississippi and by the Secretary of the United States Department

of Health and Human Services, pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on the Contractor.

4.11 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.

4.12 Severability

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

4.13 Change Orders and/or Amendments

The Executive Director of DOM or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) days prior to the commencement date of such change, make administrative changes within the general scope of the contract. No oral or verbal statements by any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the contract an adjustment commensurate with the costs of performance under this contract shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause must be asserted in writing to DOM within thirty (30) days from the date of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes Clause of this Contract. Nothing in this clause, however, shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

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

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

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

4.14 Disputes

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

4.15 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, administrative proceedings, 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.

4.16 Indemnification

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

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

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, fines, civil or criminal monetary penalties, costs or expenses which DOM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1) failing to honor

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copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or 2) breaching in any manner the confidentiality required pursuant to federal and state law and regulations.

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

4.16.1 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.

4.17 Status of the Contractor

4.17.1 Independent Contractor

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

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

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

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

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

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

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

4.17.2 Employment of DOM Employees

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

4.17.3 Conflict of Interest

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

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

4.17.4 Personnel Practices

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

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

The Contractor shall sign the Drug Free Workplace Certificate (**Attachment E**).

4.17.5 No Property Rights

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

4.18 Risk Management

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

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

4.18.1 Workers' Compensation

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

4.18.2 Liability

4.18.2.1 Professional Liability Insurance

The Contractor shall obtain, pay for and keep in force during the contract period professional liability insurance to ensure that professional staff and other decision-making staff carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this IFB and other supplemental contractual documents. On an annual basis, the Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following contract signing.

4.18.2.2 General Liability Insurance

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

4.18.3 Cyber Liability

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

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

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DOM and the Contractor shall reach an agreement on the level of liability insurance coverage required. DOM may, in its sole discretion, confer with the Mississippi Department of Insurance to review such coverage(s) prior to approving them as acceptable under this Contract.

The Contractor 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.
6. 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.

4.19 Confidentiality of Information

4.19.1 Confidentiality of Beneficiary Information

All information as to personal facts and circumstances concerning Medicaid beneficiaries obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of DOM and the written consent of the enrolled beneficiary, his attorney, or his responsible parent or guardian, except as may be required by DOM.

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

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

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

This requirement of confidentiality survives the term of the contract between DOM and Contractor.

4.19.2 Release of Public Information

Any Bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. Section 25-61-1, *et seq.*, and Section 79-23-1), shall segregate and clearly mark the information as confidential and provide specific statutory authority supporting such exemption as required under the Bid Submission Requirement Section.

Bidders should be aware that the redacted version of their qualifications is considered a public record and is subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1, *et seq.* (1972, as amended) and may be used/released for any reason deemed necessary by DOM, including but not limited to, submission to the Public Procurement Review Board (PPRB), posting to the Transparency Mississippi website, produced under the Mississippi Public Records Act, etc. Bidders should also be aware that the unredacted version of their bids is 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.

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.

4.19.3 Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the unit price contained within the contract, 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 and shall be available for examination, copying, or reproduction. Miss. Code Ann. § 25-61-9(7) *et seq.* (1972, as amended).

4.19.4 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Ann. § 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. § 27-104-151 *et seq.* (1972, as amended).

Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, shall be redacted by the Bidder as required under the Bid Submission Requirement Section.

4.20 The Contractor Compliance Issues

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

4.20.1 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.

4.20.2 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.

4.20.3 Privacy/Security Compliance

The Contractor shall execute DOM’s Business Associate Agreement (BAA) and any required Data Use Agreement (DUA) before or concurrent to contract execution. The BAA and DUA can be found on the Procurement Website at <http://www.medicaid.ms.gov/resources/procurement/>. Moreover, all activities under this contract shall be performed in accordance with all applicable federal and/or state laws, rules and/or regulations including the Administrative Simplification provisions of the Health Insurance

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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 CFR Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information (PHI), as may be applicable to the services under this Contract. Each party to this contract shall treat all data and information to which it has access under this contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive the termination of the contract for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the contract on behalf of, or under, the rights of the parties following termination.

4.20.4 Site Rules and Regulations

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

4.20.5 Environmental Protection

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

4.20.6 Lobbying

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

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

This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed under 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.

4.20.7 Bribes and Kickbacks Prohibited

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

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

4.20.8 Small and Minority Businesses

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

4.20.9 Suspension and Debarment

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

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

4.21 Change of Ownership

A change of ownership of the Contractor includes, but is not limited to inter vivo gifts, purchases, transfers, lease arrangements, case and/or stock transactions or other comparable arrangements whenever the person or entity acquires a majority interest (50.1%) of the Contractor.

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

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Should the Contractor undergo a change of ownership, the Contractor must notify DOM in writing prior to the effective date of the sale. Any change of ownership does not relieve the previous owner of liability under the previous Contract.

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

4.21.1 Assignment of the Contract

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 the Executive Director of DOM, which DOM may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void.

4.22 Authority to Contract

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

4.23 Copyrights

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

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

4.24 Infringement Indemnification

Contractor warrants that the materials and deliverables provided to the customer under this Agreement, and their use by DOM, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for DOM the right to continue using such items. Should Contractor fail to obtain for DOM the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the

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above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require DOM to discontinue using such items, in which case Contractor will refund to DOM the fees previously paid by DOM for the items DOM may no longer use, and shall compensate DOM for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to DOM to discontinue said use. Provided that DOM promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, DOM against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this Agreement.

4.25 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.

4.26 Ownership and Financial Information

4.26.1 Information to Be Disclosed

In accordance with 42 C.F.R. § 455.104(b), the Contractor shall disclose to DOM the following and shall obtain the following disclosures from any NET Providers engaged to provide services under this agreement:

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

4.26.2 When Information Will Be Disclosed

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

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

4.26.3 To Whom Information Will Be Disclosed

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

4.26.4 Federal Financial Participation

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

4.26.5 Information Related to Business Transactions

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

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

4.26.6 Disclosure of Identity of Any Person Convicted of a Criminal Offense

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

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

4.26.7 Disclosure to the Inspector General

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

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4.26.8 DOM's Right of Refusal

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

4.26.9 Additional Requirements of DOM and Contractors

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

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

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

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Attachment A -Bid Cover Sheet – NET BROKERAGE SERVICES

DOM is seeking to establish a contract for Non-Emergency Transportation Brokerage Services. Bids are to be submitted on or before **2:00 pm, CST, Thursday, March 23, 2023.**

Bid Cover Sheet is to be used to accompany your electronic file when submitting bid via SharePoint or if submitting a paper copy.

A PDF file with the below naming convention should be used when submitting the electronic files to the SharePoint site.

File Name: [BIDDER’S NAME HERE]_NET Brokerage Services

Name of Company:	
Address:	
Signature:	
Name and Title:	
Phone Number :	
Email address:	
FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

Attachment B – Mandatory Letter of Intent

The Bidder must submit this document, via email in PDF format, no later than **2:00 p.m. CST, Wednesday, February 1, 2023**, to email address: procurement@medicaid.ms.gov. The Bidder bears all risk of delivery and all responsibility for submitting the Letter of Intent timely. Failure to timely submit the Letter of Intent will disqualify the Bidder from participating in this IFB.

Name of Company:	
Address:	
Primary Contact: Name, title, phone number and email address:	
Email to be used for submission of the Bid to SharePoint site (only one email can be set up for Sharepoint):	

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

- The Bidder must abide by PPRB rules, the rules stated in the IFB, and any other federal or state rules applying to this procurement.
- The Bidder understands that submitting this Letter of Intent does not obligate it to submit a bid.
- If the Bidder does submit a Bid, the Offeror will follow the format required within the IFB.
- The Bidder understands that the IFB must be submitted via SharePoint no later than **2:00 p.m. CST, March 23, 2023**. The Bidder understands that it bears all risks of timely delivery. The Bidder understands that failure to timely submit its Bid will disqualify the Bidder from participating in the solicitation.

To prevent last minute registration/submission issues in SharePoint on bid due date, assistance must be requested at least two days prior to IFB due date.

Name and Title of person submitting Letter of Intent:	
Signature:	
Date:	

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Attachment C - Bid Form for NET Brokerage Services

Compensation for services will be in the form of a firm fixed-rate agreement. The monthly payment may fluctuate based on volume of actual services utilized by beneficiaries, but in no case will the contract payments exceed the Total Bid amount for the applicable contract period. Only the cost data included in the Bid Form below will be considered a cost for the contract. The vendor will be compensated retrospectively for the Fixed Monthly Administration Fee and each trip leg provided to a beneficiary during the month based on the rates proposed in the Bid Form.

1. The Bidder shall accept an award made as a result of the submission.
2. The Bidder is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State.
3. The Bidder has not been sanctioned by a state or federal government within the last 10 years.
4. The Bidder has a minimum of five years of experience in contractual services providing the type of services described in this IFB.
5. The Bidder has read, understands and agrees to all provisions of this IFB without reservation and without expectation of negotiation and is able to provide each required component and deliverable as detailed in the Scope of Services.

Bid Form			
(Bidder should complete all the blue boxes in the Bid Form)			
Bidder/Company Name:			
	Trip Type	Trip Leg Volume	Bid Rate
			Total Estimated Cost to DOM Per Month Based upon Estimated Trip Leg Volume and Bid Rate
	Basic	35,825	<div style="display: flex; justify-content: space-between;"> Enter Bid Rate Below Total Ambulatory/Month: Ambulatory Trip Leg Volume X Bid Rate </div>
	Fixed Route (Public Transit)	17	
	Gas Mileage Reimbursement	5,891	

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Ambulatory	Volunteer Driver	392		
	Total Ambulatory	42,125	\$	\$
Advanced	Non-Emergency Ambulance (Ground)	356	Enter Bid Rate Below	Total Advanced/Month: Advanced Trip Leg Volume x Bid Rate
	Wheelchair/Stretcher	9,473		
	Total Advanced	9,829	\$	\$
Air	Fixed Wing	*1	Enter Bid Rate Below	Total Air/Month: Air Trip Leg Volume x Bid Rate
	Total Air	*1	\$	\$
Monthly Administrative Fee: The Bidder may propose a fixed monthly Administrative Fee or a percentage of the monthly trip leg volume. In no case will the amount paid be greater than 15% of the monthly trip leg volume.		Enter Monthly Administrative Fee % Below Maximum of 15% If fixed amount, enter 0% here.		Monthly Administrative Fee: (Ambulatory + Advanced + Air) * % Or Monthly Administrative Fixed Amount (This should be a dollar value only)
		_____ %		\$
Overall Total Monthly Cost for Ambulatory + Advanced + Air + Administrative Fee				\$
Operations Cost (10/1/2023 - 9/30/2026):	(Total Administrative Fee + Ambulatory + Advanced + Air) x 36 Operations Months			\$
Year 1 Extension (10/1/26 - 9/30/27):	(Total Administrative Fee + Ambulatory + Advanced + Air) x 12 Operations Months			\$
Year 2 Extension (10/1/27 - 9/30/28):	(Total Administrative Fee + Ambulatory + Advanced + Air) x 12 Operations Months			\$

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Total Bid:	Total Operation + Year 1 Extension + Year 2 Extension	\$
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Data estimates are based on NET Broker Total Monthly Eligible Beneficiary Count, Monthly Trip Type, and Trip Leg Volume for the Eligible Beneficiaries and represents an average count using Calendar 2020 timeframe 1/1/2020 through 3/31/2020 and Calendar Year 2022 Timeframe 1/1/2022 – 11/30/2022 Counts by Month. Trip Leg data is an estimate and not a guarantee of service volume or ratio of service type.

In accordance with the IFB not all Mississippi Medicaid beneficiaries are eligible for NET Services. The following eligibility groups are not eligible for NET: Family Planning Waiver (FPW), QMB, QWDI, SLMB, QI-1. NET transportation for beneficiaries residing in all Long-Term Care (LTC) facilities including Nursing Facilities (NF), Psychiatric Residential Treatment Facility (PRTF), and Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) is not the responsibility of the Contractor. The Contractor is not responsible for NET Services rendered to Mississippi Medicaid beneficiaries enrolled in MississippiCAN. The Contractor is not responsible for transporting Medicaid beneficiaries to and from Prescribed Pediatric Extended Care (PPEC) facilities.

*Historical Data indicates zero (0) trip leg data for Commercial Carrier (Ground), Commercial Carrier (Air) and Fixed Wing transportation; however, DOM expects Fixed Wing transportation as indicated above.

Historical Data can be found DOM’s website: <https://medicaid.ms.gov/resources/procurement/>.

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

Implementation Cost

Implementation will have a 3 months and 23 days duration. All costs associated with implementation will be the responsibility of the vendor. DOM will not be responsible for the cost of implementation.

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CERTIFICATIONS - By signing below, the Company Representative certifies that he/she has authority to bind the company and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB as required by the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment C**;
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 IFB; and
7. That the company can and will meet all required laws, regulations, and/or procedures related to Non-Emergency Transportation Brokerage Services and represents that it is licensed, certified and/or possess the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by Company.

NON-DEBARMENT- By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

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

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING – The prospective contractor represents as a part of such Contractor's bid that such contractor **has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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REPRESENTATION REGARDING CONTINGENT FEES – The Contractor represents that it **has not** retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor’s bid.

REPRESENTATION REGARDING GRATUITIES - The Bidder, offeror, or contractor represents that it **has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

Signature:	
Date:	
Name and Title:	
Company Name:	

***Note:** Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.*

In addition to providing the above information, please answer the following questions regarding your company. The Bidder must answer questions below in order for their bid to be considered.

What year was your company started?	
Please provide the physical location and mailing address of your company’s home office, principal place of business and place of incorporation.	
Company Structure/organization to include 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 IFB.	

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<p>Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity during either this solicitation period or the resultant contract? 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 herein.</p>	
<p>If your company is not physically located in Mississippi, how will you supply Non-Emergency Transportation Brokerage Services in Mississippi?</p>	
<p>List all licenses, certifications or permits your company possesses that are applicable to performing the services required in this IFB.</p>	

As an attachment to this Bid Form, please provide your Organization and Staffing Plan that identifies all key staff members, as well as others, identified in IFB Section 2.23 who will be dedicated to this project. If individuals cannot be readily designated in bidder’s response, bidder may provide resumes of proposed individuals to work on the project with the understanding that a final Staffing Plan with committed project team members shall be provided to DOM for approval prior to contract execution.

If bidder intends to subcontract components within this IFB, bidder shall identify within its response to each project component described herein, the organizations with which bidder will subcontract. The bidder must meet the minimum qualifications to be deemed responsible to this IFB either directly or by subcontracting with an organization that has the required expertise and experience.

As a separate attachment to bidder’s response, bidder shall provide supporting documentation demonstrating contractor’s (and subcontractor’s, if applicable) ability to meet or exceed the minimum qualifications to be deemed responsible to this IFB as identified in, but not limited to Section 1.8: Eligibility and Minimum Qualifications; Section 1.8.2: Minimum Qualifications; Section 1.8.3: Capability to Provide Services when the subcontractor, rather than the contractor, will be relied upon to satisfy that minimum requirement.

<p>If No Subcontractor, please state “No Subcontractor”</p>	
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Attachment D - References

Reference 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Reference 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Reference 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

The Bidder shall provide references from at least three (3) governmental business clients for the immediate past three (3) years in Attachment C. Bidder may submit as many references as desired by submitting as many additional copies of Attachment C. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, Bidders are encouraged to submit additional references to ensure that at least two (2) references are available for interview. DOM staff must be able to contact two (2) references within three (3) business days of Bid Opening for or the Bidder may be rejected. In addition, two (2) of the Bidders references must score a minimum combined 12 points in order to be deemed responsible. **See form below.**

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To be filled out by DOM Staff Only

Procurement: _____ Date: _____

Reference Name: _____ Title: _____

Phone: _____ Email: _____

Subject: Past Performance Survey of: _____
(Name of Bidder Organization)

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

Project Name: _____

What were the core objectives associated with this project?

Project Cost: _____

Implementation Date: _____

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

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

Attachment E – Drugfree Workplace Certification

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

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

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

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

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

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

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

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying DOM in writing, within 10 calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

---->NOTE: Sections 76.630(c) and (d) (2) and 76.635(a)(1) and (b) provide that a federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201

Organization:	
Signature:	
Title:	
Date:	

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Attachment F – Suspension and Debarment Certification

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

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

Organization:	
Signature:	
Title:	
Date:	

End of Document