



INVITATION FOR BIDS

Utilization Management/Quality Improvement Organization UM/QIO

IFB# 20230303
RFx # 3160005603

Bid Coordinator:

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Issue Date: March 3, 2023

Due Dates:

Questions & Letter of Intent - E-MAIL ONLY

2:00 PM Central Standard Time, Friday, March 17, 2023

Sealed Bids - ELECTRONIC ONLY

2:00 PM Central Standard Time, Friday, April 28, 2023

Bid Opening Location:

Mississippi Division of Medicaid

550 High Street, Suite 1000

Jackson, MS 39201

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1. PROCUREMENT OVERVIEW

1.1 Purpose

The Mississippi Division of Medicaid (DOM) issues this Invitation for Bids, hereafter referred to as the IFB, requesting competitive written bids from qualified contractors to provide Utilization Management (UM) and Quality Improvement Organization (QIO) services to DOM. For the first time, DOM is including services for non-emergency, outpatient advanced imaging services, covered under the DOM fee-for-service (FFS) program, in this procurement. This IFB is being issued in accordance with 42 C.F.R. § 456.1(b)(1), which states that the State Plan must provide methods and procedures to safeguard against unnecessary utilization of care and services.

The Bidder must be a QIO under contract with the Centers for Medicaid and Medicare Services (CMS) or a CMS designated QIO-like entity, thereby enabling the State of Mississippi to qualify for the 75 percent Federal Financial Participation (FFP) as established in 42 C.F.R. § 433.15(b)(6)(i). The Bidder must have certification as a Utilization Review Resource for the State of Mississippi as defined in Section 41-83-1, *et seq.* of the Mississippi Code of 1972, as amended. DOM's current UM/QIO contract ends on January 31, 2024, and DOM's current, separate UM/QIO contract for advanced imaging services ends on November 30, 2023, with an option for two (2) one year contract extensions.

DOM seeks a collaborative, innovative UM/QIO that will assist the agency in fiscally responsible delivery of high quality, medically necessary services to beneficiaries. DOM requests bids from experienced, responsive, responsible, and financially sound entities prepared to carry out the requirements detailed in the Scope of Work of this IFB. DOM delivers services to beneficiaries through two mechanisms: Fee-for-Services (FFS) and Coordinated Care Organizations (CCOs). CCOs handle service delivery and UM services for both the Mississippi Coordinated Access Network (MississippiCAN) and Children's Health Insurance Program (CHIP) populations. DOM will contract with a single contractor to provide UM and Quality Management (QM) to the FFS population for the following:

- Medical Services
- Behavioral Health Services
- Dental Services
- Level of Care Reviews

Additionally, at the request of DOM, the Contractor shall conduct reviews of adverse benefit determinations (denials, suspensions, terminations) by a CCO participating in MississippiCAN. The CCOs may require notification from the Contractor of certain authorizations. The Contractor must have the capability to provide daily a secure file identifying any Prior Authorizations that have been approved/or denied. The Contractor is required to provide this file in the manner and format as described by DOM during the implementation phase.

The Contractor will also provide the following services to support the agency's UM/QIO goals:

- Peer Review Services
- Clinical/Medical Consultations

- Quality Improvement Services, including a full-time, wholly dedicated Quality Director
- FFS Care Management Services

Bidders will be directed to DOM's website throughout this procurement. Please note that all historic data referenced in this IFB may be found on DOM's website <https://medicaid.ms.gov/resources/procurement/>.

1.2 Authority

This IFB is issued under the authority of Title XIX (Medicaid) and Title XXI (Children's Health Insurance Program) of the Social Security Act, as amended, implementing rules and regulations issued under the authority thereof, and under the provisions of the Mississippi Code of 1972 (as amended), and implementing rules and regulation thereof. 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 a prospective Contractor which fails to meet any published requirement of the cited authorities may, at the option of DOM, be rejected without further consideration.

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

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

1.3 Bid 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 for up to two individuals' email addresses, which must be included in the Bidder's Mandatory Letter of Intent, Attachment B. Please ensure all email addresses are typed or printed clearly for guaranteed legibility. 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 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 Mississippi 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 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., April 28, 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: 878 485 489#

1.5 Anticipated Timeline

The following timetable is the estimated and anticipated timetable for the IFB and procurement process.

Table 1: IFB and Procurement Timetable

Date	Process
March 3, 2023	Release of Invitation for Bids
March 17, 2023	Deadline for Letter of Intent and Written Questions (2:00 p.m. via email)
April 7, 2023	Response to Questions Posted
April 28, 2023	Bid Deadline (2:00 p.m.)

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April 28, 2023	Public Bid Opening (3:00 p.m.)
May 19, 2023	Notice of Intent to Award
July 5, 2023	Public Procurement Review Board meeting date (proposed)
July 6, 2023	Contract Start – (Implementation begins)
February 1, 2024	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 of the following minimum qualifications are met. Bidders shall provide written, detailed responsible validation describing Bidder’s ability to meet each of the following qualifications as an addendum to Attachment C entitled, “**Attachment C: Addendum 1: Minimum Qualifications**”.

1. As a legally defined entity, the organization has at least five (5) years of experience providing Utilization Management services and Quality Improvement Organization services, as described in this IFB and attests that it will comply with said requirements if selected.
2. The Bidder must have a minimum of five (5) years of designation as a QIO or QIO-like entity as defined by Section 1902(d) of the Social Security Act.
3. The Bidder shall provide a project experience list that demonstrates the Bidder meets the minimum requirements for the governmental or non-governmental experience listed in **Section 1.8.2 (1)**. Additional experience may also be listed, but the bidder should clearly identify the experience directly related to meeting the minimum qualifications.
4. 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 **Section 1.8.2 (3)** 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 fifteen (15) points on each Reference Survey Score Sheet to be utilized by DOM Procurement staff when interviewing Bidder-provided references. A total reference score of 30 points (combined minimum scoring of fifteen (15) points for each of the individual Reference Survey Score Sheets) is required to be considered responsive and/or responsible.

5. Bidder shall provide a list of current litigation and any closed litigation within the last 5 years for contractual services for performing Utilization Management and Quality Improvement Organization services.
6. Financial Stability or Solvency: To demonstrate Bidder's financial stability and solvency, each Bidder shall submit copies of the most recent year's 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, such as 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 fully 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 will 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 of its capability to meet each of the following qualifications as a narrative to be entitled, "**Attachment C Addendum 2: Capability to Provide Services**":

1. Provide a narrative, detailed description, no longer than 10 pages, stating in detail the Bidder's experience administering UM/QIO programs for government health care programs.

2. Provide a draft of the Bidder's proposed written policy and procedures for Utilization Management services, as required by **Section 2.1** of this IFB.
3. Provide a narrative, detailed description, no longer than 10 pages, of the Bidder's approach to designing, developing, and implementing medical necessity criteria for all services through a web-based prior authorization system.
4. Provide a narrative, detailed description, no longer than 15 pages, of the Bidder's experience that clearly demonstrates how the Bidder will meet stated requirements and describe in detail the Bidder's experience administering similar UM/QIO programs each of the following services described in **Section 2.2**, Authorization Requirements, for government healthcare programs:
 - a. Medical Services,
 - b. Behavioral Health Services,
 - c. Dental Services, and
 - d. Level of Care Determinations.
5. Provide a narrative, detailed description, no longer than 20 pages, providing information on the Bidder's process for determining medical necessity, including:
 - a. A description of the recommended review criteria for each service listed in **Section 2.2**, Authorization Requirements;
 - b. A description of the review instrument(s) for each service listed in **Section 2.2**, Authorization Requirements; and
 - c. A description of the Bidder's capability to develop an automated rules-drive certification system.
 - d. Authorization Requirements including detailed information on the Bidder's processes for determining medical necessity for each of the following services,
 - i. Medical Services
 - ii. Behavioral health Services
 - iii. Dental Services
 - iv. Level of Care Determinations
6. Provide a narrative, detailed description, no longer than 5 pages, of the Bidder's approach to designing, developing, and implementing provider education.
7. Provide a narrative, detailed description, no longer than 5 pages, of the Bidder's approach to monitoring trends across Medicaid programs.

8. Provide a narrative, detailed description, no longer than 10 pages, of the Bidder's approach to designing, developing, and implementing Peer Review Protocol.
9. Provide a narrative, detailed description, no longer than 10 pages, of the Bidder's capability and established procedures for providing Clinical/Medical Consulting Services.
10. Provide a narrative, detailed description, no longer than 20 pages, of the Bidder's approach to designing, developing, implementing, and performing Care Management Services.
11. Provide a detailed Organizational Chart and Staffing Plan that includes the name, title, and duties of each Key Personnel individual as required in **Section 2.4.3**, Staffing Requirements.
12. Provide a narrative, detailed description, no longer than 10 pages, of the Bidder's ability to comply with the Systems Requirements as stated in **Section 2.5** of this IFB;
13. Provide a copy of the Bidder's current Security Plan/Strategy; and
14. Provide a narrative, detailed description, no longer than 20 pages, of the Bidder's approach to designing, developing, implementing, and performing quality improvement activities as described in **Section 2.7** of this IFB.

1.9 Details of Submission

1.9.1 Bid Form (Attachment C)

All costs 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. Cost included elsewhere in the Bidder's submission will not be considered a cost for the contract and will not be paid. The narrative required in **Section 1.8.2** Minimum Qualifications and **Section 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, Friday, March 17, 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: **UM/QIO IFB – Questions and Answers**. Written answers shall be available no later than **5:00 p.m. Central Standard Time Zone, Friday April 7, 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 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 based on the product categories

requested by the supplier. 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](#).

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

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

Title 23 of the Mississippi Administrative Code covers rules regarding the Mississippi Division of Medicaid and can be found at <https://www.sos.ms.gov/regulation-enforcement/administrative-code>.

2. SCOPE OF SERVICES

The Scope of Services describes the performance requirements for the Bidder. Bidder shall provide a written response as required under **Section 1.8**, Eligibility and Minimum Qualifications, indicating its understanding of these requirements and its ability to meet these requirements.

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

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

DOM will assist as needed with interpretation and clarification of DOM policy and will notify the Contractor as changes are made that affect the program. Any instances of discrepancies in interpretation of the contract, policies or program requirements between the Contractor and DOM will be decided at the discretion of DOM. DOM reserves the right to review any of the Contractor's prior authorization policies, procedures, and any documentation related to the Contractor's prior authorization policies and procedures, at any time.

The Contractor must not discriminate or perform any actions of discrimination against individuals on the basis of their health status or need for health care services. The Contractor must timely perform all Administrative Services and provide all Covered Services necessary for the execution of this Contract, regardless of whether that service is associated with a performance standard.

Historic information on the volume of authorizations can be found at DOM's website: <https://medicaid.ms.gov/resources/procurement/>.

2.1 Utilization Management Requirements

2.1.1 General Utilization Management Requirements

The Contractor must have written policies and procedures, approved by DOM, for Utilization Management (UM) services, which must comply with Federal and State laws and regulations, the Mississippi Administrative Code, the Mississippi Division of Medicaid State Plan, formal memorandums, and policies promulgated by DOM when conducting reviews. The Contractor must maintain their certification as a Utilization Review Resource for the State of Mississippi as defined in Section 41-83-1, et seq. of the Mississippi Code of 1972, as amended. The requirements in this section are applicable to all UM/QIO review functions.

Fee schedules are provided on DOM's public website [Fee Schedules and Rates - Mississippi Division of Medicaid \(ms.gov\)](#). Refer to DOM's Comprehensive Fee Schedule and individual fee schedules to identify procedure codes that currently have prior authorization requirements.

2.1.2 Authorization Procedures

Regardless of the mode of receipt, the Contractor shall have established procedures and sufficient capacity to receive review forms and additional medical documentation required for review of services. When a service requires review of itemized invoices for manually priced procedures or items, the Contractor must have established procedures and sufficient capacity to complete those reviews as well.

The Contractor shall have the capability and established procedures to conduct the following review types:

1. Prospective Review – includes the review of medical necessity for the performance of services or scheduled procedures before the service is rendered or before admission. Also referred to as prior authorization or precertification.
2. Concurrent Review – includes a review of medical necessity decisions made while the patient is currently in an acute or post-acute setting or when an episode of care needs to continue beyond the initial authorization period. Also referred to as a continued stay review or continuing authorizations, which may include Member authorizations obtained from a Coordinated Care Organization (CCO). When a Member changes from MississippiCAN (MSCAN) to FFS, then the Provider shall contact the Contractor, submit an authorization request for services, and provide a copy of the authorization approval from MSCAN. The Contractor shall accept the authorization for the dates of service listed on the approval notification from the CCO for this transition period.
3. Retrospective Review – reserved for medical emergent conditions or situations where the provider has insufficient information required to submit a prospective review. Retrospective reviews shall include review of service documentation to confirm medical emergent condition or situation along with medical necessity.
4. Reviews related to Retroactive Eligibility – includes a review for a beneficiary that was not eligible for Medicaid benefits at the time of service in which the authorization request is

submitted within ninety (90) days of the system add date of the eligibility determination, in accordance with Administrative Code Part 200, Rule 3.3.

5. Prepayment Review – includes review of documentation of the services rendered that is conducted prior to the provider receiving reimbursement. This is a distinct and separate review process from prospective reviews.
6. Post-payment Review – includes review of medical documentation to ensure medical necessity. May also be referred to as post-utilization review. Refer to **Section 2.7.1.1**, All Patient Refined Diagnosis Related Groups (APR-DRG) Validation.
7. Level of Care Review – a determination made by factoring in an individual's physical, functional, mental, social, and/or emotional capacity to meet his or her own needs and is not solely based on diagnosis.

2.1.3 Two Levels of Review

The Contractor shall conduct authorizations that include two (2) levels of review for all reviews as described in the following sections of this IFB:

- 2.2.1, Medical Services,
 - 2.2.2, Behavioral Health Services,
 - 2.2.3, Dental Reviews, and
 - 2.2.4, Level of Care Determinations.
1. The first level of review is conducted by a complement of qualified staff, which must include registered nurses licensed in the State of Mississippi with clinical knowledge and experience in utilization review. First level reviewers must be able to apply Federal and State laws and regulations, DOM policies and/or formal memorandums, and DOM approved criteria to approve services based on authorization policy and criteria.
 - a. Completion of a first level determination is one (1) of the following:
 - 1) Authorization of services by the first level reviewer;
 - 2) Authorization through the automated rules system, when appropriate;
 - 3) Referral to second level review;
 - 4) Pending of the review based on incomplete, inadequate, or ambiguous information that results in a request for additional information from the provider; or
 - 5) Technical denial of the request due to Federal and State laws and regulations, DOM policies and/or formal memorandums.
 2. Requests that cannot be approved at the first level of review must be referred for a second level review, conducted by physicians or appropriate health care professional (dentist, orthodontist, etc.) licensed in the state of Mississippi, in accordance with MS Code 41-83-31. Review

determinations must be based on: 1) documentation that supports the prognosis and medical appropriateness for the setting; 2) evidence-based guidelines; 3) consideration of unique factors associated with a patient's episode of care; 4) local healthcare delivery system infrastructure; and 5) clinical experience, judgement, and generally accepted standards of healthcare.

- a. Completion of a second level determination is one (1) of the following:
 - 1) Authorization of services by the second level reviewer;
 - 2) Denial, modification or reductions of services by the second level reviewer;
 - 3) Pending of the review based incomplete, inadequate, or ambiguous information that results in a request for additional information from the provider; or
 - 4) Technical denial of the request due to Federal and State laws and regulations, DOM policies and/or formal memorandums.

2.1.4 Physician Consultations

The Contractor shall have the capability and established procedures for verbal consultation by the physician reviewer with the provider to obtain additional information when the documentation submitted does not clearly support medical necessity. Clinical reviewers conducting specialized reviews in their area of specialty shall be currently licensed or certified by the Mississippi state licensing agency or hold a multi-state license with Mississippi privilege and of the same specialty pursuant to Miss. Code Ann. § 41-83-31.

The physician reviewer must be available to discuss review determinations by telephone with ordering providers who request such.

2.1.5 Review Determinations

In accordance with 42 C.F.R. Subpart E, the Contractor shall have the capability and established procedures to ensure all ordering and referring physicians or other professionals providing services under the State plan are enrolled as a participating Medicaid provider, prior to authorizing review requests.

2.1.5.1 Approvals

The Contractor shall have the capability and established procedures to issue medical necessity approvals. The Contractor shall have the capability to generate a Treatment Authorization Number (TAN) when a case meets all policy and medical criteria necessary for authorization of the services requested.

2.1.5.2 Pending Additional Information

The Contractor shall have the capability and established procedures to place a review in a Pending Additional Information status if the provider submits a request for authorization with incomplete, inadequate, or ambiguous information. The Contractor shall seek clarification or request that the provider submit all required information, including additional supporting clinical information as necessary. The Contractor shall initiate a process of placing a request on hold (pending) until additional information has

been received. The Contractor shall allow providers ten (10) business days to submit additional information.

The Contractor shall provide written notices to providers through an online Web-based system or via facsimile notifications. The Contractor shall also allow verbal notification of pended reviews to providers unable to use the Web-based system or receive written facsimile notification. The Contractor shall have a process to document verbal notifications. DOM may request the documentation at any time with proper notice to the Contractor. The Contractor shall have the capability to send a follow up notification to the provider at least 48 hours prior to the request being technically denied.

2.1.5.3 Technical Denials

The Contractor shall have the capability and established procedures to technically deny a review if the requested additional information is not received by the tenth (10th) business day of the review's pending status and the Contractor is unable to perform the review.

The Contractor shall issue a technical denial for services when the case does not meet Federal and State laws and regulations, DOM policies and/or formal memorandums or is technically insufficient.

2.1.5.4 Denials

The Contractor shall comply with 42 C.F.R. § 438.210 (b)(3), which requires that any decision to deny a Service Authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by an individual who has appropriate expertise in addressing the Member's medical, behavioral health, and/or long-term services and supports needs. Nurses, physicians, and other licensed health professionals conducting reviews of medical services, and other clinical reviewers conducting specialized reviews in their area of specialty shall be currently licensed or certified by the Mississippi state licensing agency or hold a multi-state license with Mississippi privilege.

The Contractor shall ensure denials, modifications, or reductions in services by the second level reviewer are made by a physician reviewer or appropriate health care professional (dentist, orthodontist, etc.) licensed in the State of Mississippi and of the same specialty as a result of the second level review pursuant to Miss. Code Ann. § 41-83-31.

Except as otherwise noted, the Contractor shall notify Medicaid beneficiaries of the denied requests in writing via certified U.S. Mail and shall ensure that the beneficiary notice contains the medical and/or technical basis for the denial. The notice shall set forth the Flesch-Kincaid, or other approved standard, readability scores at a third (3rd) grade reading level and the Contractor shall certify compliance therewith. The notice shall use easily understood language and format in a font no smaller than 12-point. The notice shall be available in English and such other language as DOM may require at any time with proper notice to the Contractor; and shall be available in alternative formats as required for the special needs of beneficiaries.

The Contractor's written notice of denials, modifications, or reductions shall include a statement that a provider, attending physician, or beneficiary/representative/responsible party who is dissatisfied with the review determination is entitled to a reconsideration of the review outcome. The written notice shall also

explain the method by which a provider, attending physician, or beneficiary/representative/responsible party can request a reconsideration of the review outcome.

2.1.5.5 Reconsiderations

The Contractor shall conduct reconsiderations and make determinations upholding, modifying, or reversing the review outcome by taking into consideration all pertinent information, including any additional or new information that may be presented during the reconsideration.

The Contractor must provide, at a minimum, a reconsideration process for reviews in which the decision is a:

1. Denial, modification, or reduction of services/items based on medical necessity;
2. Denial based on Federal and State laws and regulations, DOM policies, and/or formal memoranda that excludes coverage;
3. Other adverse decisions as defined by DOM.

The Contractor shall have the capability to accept and document reconsideration requests by Web-based submission, telephone, facsimile, or mail, and shall have dedicated telephone and facsimile numbers for reconsiderations.

The Contractor shall have established procedures to notify individuals that the reconsideration- request was received by the Contractor and the individual can provide additional information within ten (10) business days from the date on the Contractor's notification letter.

The Contractor shall ensure that a second physician not involved in the initial decision reviews the reconsideration request, the original information, and any additional information submitted with the reconsideration request and make a determination. The second physician or reconsideration physician reviewer shall be licensed in the state of Mississippi and of the same specialty as the attending physician.

The Contractor shall provide written notification of reconsideration determinations within ten (10) business days of receipt of the request for a standard reconsideration.

If the reconsideration determination was upheld or any portion was not approved as requested, the Contractor's written notice shall include a statement explaining the beneficiary, representative, or responsible party has the right to request an administrative hearing conducted by DOM. The notice shall set forth the Flesch-Kincaid, or other approved standard, readability scores at a third (3rd) grade reading level and the Contractor shall certify compliance therewith. The notice shall use easily understood language and format in a font no smaller than 12-point. The notice shall be available in English and such other language as DOM may require at any time with proper notice to the Contractor; and shall be available in alternative formats as required for the special needs of beneficiaries.

2.1.6 Gold Card Program for Providers

The Contractor shall be capable of establishing a Gold Card Program that allows Providers to be exempt from prior authorization requirements for particular procedure codes. The goal of the Gold Card Program,

if implemented, would be to reward providers who meet high standards for frequency, performance, and approval rates with a limited “gold card” exemption.

2.1.7 Web-based Prior Authorization System

The Contractor shall establish, during the Implementation Period, a secure Web-based, electronic review request system accessible to Providers and Division staff. Details for this system are provided in **Section 2.5.4** of this IFB.

2.2 Authorization Requirements

The Contractor must meet review determination and notification timelines as stated throughout this Section.

2.2.1 Medical Services

This section describes the requirements for the development, implementation, and operation of a UM/QIO program for medical services to include:

- Inpatient Hospital Medical/Surgical
- Outpatient Services and Surgical Procedures
- Organ Transplant Services
- Hospice Services
- Durable Medical Equipment, Appliances, Medical Supplies, and Orthotics and Prosthetics
- Vision Services
- Hearing Services
- Outpatient Physical Therapy, Occupational Therapy and Speech Therapy
- EPSDT
- Expanded Physician Services/Office Visits
- Expanded Home Health Services
- Private Duty Nursing
- Prescribed Pediatric Extended Care
- Physician Administered Drugs and Implantable Drug System Devices
- Molecular (Genetic) Testing
- Continuous Glucose Monitoring Service and Remote Patient Monitoring Services
- Diabetes Self-Management Training
- Cardiac Rehabilitation Services
- Innovative programs, Services, or Items
- Non-Emergency Outpatient Advanced Imaging Services

2.2.1.1 Medical Services Criteria Development

In performing medical necessity determinations, the Contractor shall use InterQual® criteria (IQ). When InterQual® criteria is not available for medical necessity determination, then the Contractor shall use a nationally recognized standard for the clinical criteria in all review types, as approved by DOM. DOM shall have prior approval of the criteria used for automated and manual reviews. The criteria shall provide a clinically sound basis for professional determinations of the medical necessity for all services reviewed under the resulting Contract. The criteria used shall not be deemed confidential or proprietary information and may be disclosed to providers or beneficiaries as legally required by DOM.

DOM must receive the Contractor's prior authorization (PA) criteria for each service delivery area at least ninety (90) calendar days prior to Operational Start Date for Division approval. Should the Contractor change criteria for a service delivery area during the life of the Contract, DOM must receive the Contractor's new PA criteria for advanced written approval at least ninety (90) calendar days prior to the implementation of the new criteria. The Contractor shall maintain the capability to update the review criteria for services reviewed under the resulting Contract. The Contractor shall make recommendations to DOM annually, regarding what, if any, changes should be made to the criteria that will be used for the following calendar year. The recommendations shall be included in the Contractor's annual report required in **Section 2.6** of this IFB.

The Contractor shall provide DOM with access to a complete set of materials associated with the criteria annually.

Any modifications to the criteria or guidelines must be prior approved by DOM. Based on the best interest of the State and the review outcome, DOM reserves the right to specify the use of different criteria/guideline products during the resulting Contract.

The Contractor is responsible for any cost associated with the purchase of any review criteria.

The Contractor shall develop advanced imaging decision criteria and protocol for use in the review process, including development of a full list of CPT codes subject to review.

The Contractor shall maintain the capability to update the review criteria for advanced imaging services reviewed under the resulting contract. The Contractor shall make recommendations to DOM annually regarding what, if any, changes should be made to the criteria that will be used for the following calendar year. The Contractor shall submit the annual criteria review each year on December 1st. Failure by the Contractor to timely submit the annual clinical criteria review may result, in DOM's discretion, in damages up to one thousand dollars (\$1,000) per business day until received by DOM.

2.2.1.2 Shared Requirements Applying to Subsection 2.2.1.3

There are numerous requirements shared by services listed in **Subsection 2.2.1.3**, General Medical Services. These shared requirements are included in this section. For each service, the Contractor shall also adhere to requirements outlined in **Subsection 2.1** Utilization Management Requirements.

1. DOM covers general medical services for eligible beneficiaries in accordance with the Medicaid State Plan and Administrative Code Title 23 Medicaid.
2. The Contractor must develop, implement, and maintain a UM/QIO program for all review types for all General Medical services listed in **Subsection 2.2.1.3**. This must include a process to receive requests for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) diagnostic and treatment services required to correct or ameliorate physical, mental, psychosocial, and/or behavioral health conditions discovered by a screening, and whether or not such services are covered under any Medicaid Administrative Rule or the State Plan for EPSDT-eligible beneficiaries.
3. The Contractor shall have the established procedures to receive authorization requests and supporting documentation via a Web-based system, telephone, facsimile and mail submissions from all applicable facilities and providers.
4. The Contractor shall establish and maintain a dedicated facsimile number, toll-free in Mississippi, for the receipt of review requests and supporting medical documentation submitted by facsimile.
5. The Contractor shall establish and maintain a physical mailing address in Hinds, Rankin, or Madison County for the receipt of review requests and supporting medical documentation submitted by mail.
6. Some services also required telephonic authorizations capabilities. Those are noted below in **Subsection 2.2.1.3** as required.
7. The Contractor shall notify providers and beneficiaries or legal guardians/representatives of review determinations within one (1) business day from the date the determination is completed.
8. The Contractor shall issue verbal and written notification of denials, modifications, or reductions to the requesting provider, and beneficiary, or if a child, the legal guardian/representative.
9. The Contractor shall have the capability and established procedures for verbal and written notification to the requesting provider of a pended review and for informing the provider of the information needed along with a timeframe for submission.
10. The Contractor shall have the capability and established procedures to ensure all medical review determinations are completed 98 percent of the time within the specified timeframe noted in **Table 2.2.1.2.A**.
11. Review processing timeframes and notification time frames are noted in **Tables 2.2.1.2.A** and **2.2.1.2.B**, below:

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Utilization Management/Quality Improvement Organization UM/QIO
IFB #20230303
Office of the Governor – Division of Medicaid

Table 2.2.1.2.A: Review Processing Times for Medical Services			
	<i>Review Type Time Standard (based on business days)</i>		
General Services	Prospective	Concurrent	Retrospective
Inpatient Hospital Medical/Surgical	1	1	20
Outpatient Services and Surgical Procedures	2	N/A	10
Organ Transplant Services	3	3	10
Hospice Services	3	3	N/A
Durable Medical Equipment, Appliances, Medical Supplies, and Orthotics and Prosthetics	2	N/A	10
Vision Services	2	N/A	10
Hearing Services	2	N/A	10
Outpatient Physical Therapy, Occupational Therapy and Speech Therapy	2	2	10
EPSDT	2	N/A	10
Expanded Physician Services/Office Visits	2	N/A	10
Expanded Home Health Services	2	2	10
Private Duty Nursing	3	10	10
Prescribed Pediatric Extended Care	3	10	10
Physician Administered Drugs and Implantable Drug System Devices	2	N/A	10
Molecular (Genetic) Testing	3	N/A	10
Continuous Glucose Monitoring Service and Remote Patient Monitoring Services	3	N/A	10
Diabetes Self-Management Training	3	N/A	10
Cardiac Rehabilitation Services	3	N/A	10
Non-Emergency Outpatient Advanced Imaging Services	2	N/A	5
Innovative Programs, Services, or Items	3	N/A	10

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Table 2.2.1.2.B: Notification Timeframes for Medical Services			
	<i>Notification Time Standard (based on business days)</i>		
General Medical Services	Prospective	Concurrent	Retrospective
Inpatient Hospital Medical/Surgical	1	1	1
Outpatient Services and Surgical Procedures	1	N/A	1
Organ Transplant Services	1	1	1
Hospice Services	1	1	N/A
Durable Medical Equipment, Appliances, Medical Supplies, and Orthotics and Prosthetics	1	N/A	1
Vision Services	1	N/A	1
Hearing Services	1	N/A	1
Outpatient Physical Therapy, Occupational Therapy and Speech Therapy	1	1	1
EPSDT	1	N/A	1
Expanded Physician Services/Office Visits	1	N/A	1
Expanded Home Health Services	1	1	1
Private Duty Nursing	1	1	1
Prescribed Pediatric Extended Care	1	1	1
Physician Administered Drugs and Implantable Drug System Devices	1	N/A	1
Molecular (Genetic) Testing	1	N/A	1
Continuous Glucose Monitoring Service and Remote Patient Monitoring Services	1	N/A	1
Diabetes Self-Management Training	1	N/A	1
Cardiac Rehabilitation Services	1	N/A	1
Non-Emergency Outpatient Advanced Imaging Services	1	N/A	1
Innovative Programs, Services, or Items	1	N/A	1

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2.2.1.3 General Medical Services

2.2.1.3.1 Inpatient Hospital Medical/Surgical Services Authorization

1. The Contractor shall determine medical necessity for inpatient medical/surgical services to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM requires that all inpatient hospital admissions receive authorization. Failure to obtain the authorization will result in denial of payment to all providers billing for services, including the hospital and the attending physician.
2. In addition to the established procedures to receive authorization requests and supporting information via web-based submissions, facsimile, and mail from hospital providers under the direct/order of the attending physicians as required by 42 C.F.R. §456.60 and §456.80, the Contractor shall establish and maintain a telephone number, toll-free in Mississippi, solely dedicated for the receipt of authorization requests for inpatient medical/surgical services submitted by telephone.
 - a. Urgent Admission Reviews: Urgent admissions are defined as admissions to an inpatient hospital setting resulting from the sudden onset of a medical condition or injury requiring acute care and manifesting itself by acute symptoms of sufficient severity that the absence of immediate inpatient hospital care could result in:
 - 1) Permanently placing the beneficiary's health in jeopardy;
 - 2) Serious impairment to bodily function; or
 - 3) Serious and permanent dysfunction of any bodily organ or part, or other serious medical consequence.
 - b. Non-Emergency Admission Reviews: Non-emergency admissions are for planned or elective admissions and the beneficiary has not been hospitalized.
 - c. Weekend and Holiday Admission Reviews: Weekend admissions are when the beneficiary was admitted on a weekend. Holiday admissions are defined as those admissions where a beneficiary is admitted on a state-observed holiday.
 - d. Continued Stay Reviews: Continued stays reviews are subsequent reviews performed to determine if continuation of services is medically necessary and appropriate. The Contractor shall have the capability and established procedures to receive continued stay review requests for additional inpatient days of care for admissions previously approved and conduct prior authorizations on or before the next review point (i.e., the last approved day).
 - e. Retrospective Reviews: Retrospective review is defined as a review performed when a service has been provided and no authorization had been given. DOM reserves retrospective reviews for medical emergent conditions or situations where the provider has insufficient information required to submit a prospective review. Retrospective reviews shall include a review of service documentation to confirm medical emergent condition or situation along with medical necessity.

2.2.1.3.2 Outpatient Services and Surgical Procedures Authorization

The Contractor shall determine the medical necessity for outpatient services and surgical procedures to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM may require authorization for outpatient services and surgical procedures. Failure to obtain the authorization will result in denial of payment to all providers billing for services.

2.2.1.3.3 Organ Transplant Services Authorization

1. The Contractor shall determine the medical necessity of transplant requests to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM requires that heart, lung, liver, and small bowel transplants receive authorization. No authorization is required for kidney, cornea, and bone marrow/peripheral stem cell transplants. Failure to obtain the authorization will result in denial of payment to all providers billing for services, including the hospital and the attending physician. [Note: A treatment authorization number shall only be issued when the beneficiary is admitted to the hospital for the actual transplant surgery as part of the inpatient hospital stay.]
2. The Contractor shall have the capability and established procedures to verify Medicare approval of the transplant facility and determine the existence of other financial resources available.
3. The Contractor shall provide all clinical documentation reviewed to determine outcome to DOM with the written notification of outcome.

2.2.1.3.4 Hospice Services Authorization

DOM covers hospice services in accordance with 42 C.F.R. § 418 for an eligible beneficiary certified as being terminally ill with a life expectancy of six (6) months or less, and with a documented diagnosis consistent with a terminal stage of six (6) months or less. According to the Patient Protection and Affordable Care Act of 2010 for Hospice, EPSDT eligible beneficiaries may receive hospice benefits including curative treatment upon the election of the hospice benefit without foregoing any other service to which the child is entitled under Medicaid. Beneficiaries enrolled in Mississippi Medicaid's Home and Community Based Waiver programs can receive hospice benefits simultaneously.

The Contractor shall determine the medical necessity of prior authorization and recertification requests for eligible Medicaid only beneficiaries, as well as admission and continued stay reviews for dual eligible (Medicare/Medicaid) beneficiaries electing hospice services to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM requires that hospice services receive authorization. Authorization may occur before or after admission to a hospice facility however, failure to obtain authorization will result in denial of payment to hospice providers billing for services.

1. The Contractor shall have established procedures and sufficient capacity to receive requests for review, required forms, history and physical, additional medical documentation and other forms or documentation required for prior authorization of hospice services.
 - a. Prior Authorization Requests (Medicaid Only Beneficiaries): The Contractor shall have the capability and established procedures to receive authorization reviews for the initiation of a hospice enrollment period for a beneficiary with Medicaid only benefits. The Contractor shall have the capability to track election periods as defined in 42 C.F.R. § 418.

- b. Admission Reviews (Dual Eligible Beneficiaries): The Contractor shall have the capability and established procedures to receive admission reviews for the initiation of a hospice enrollment period for a beneficiary with Medicare and Medicaid benefits.
- c. Recertification Requests (Medicaid Only Beneficiaries): The Contractor shall have the capability and established procedures to receive recertification requests to determine if continuation of a hospice benefit period is medically necessary for a beneficiary with Medicaid only coverage.
- d. Continued Stay Reviews (Dual Eligible Beneficiaries): The Contractor shall have the capability and established procedures to receive continued stay reviews to determine if continuation of a hospice benefit period is medically necessary for a beneficiary with Medicare and Medicaid benefits.

2.2.1.3.5 Durable Medical Equipment, Medical Supplies, Appliances and Orthotics and Prosthetics Authorization

The Contractor shall determine the medical necessity for DME, supplies, appliances and orthotics and prosthetics to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM requires authorization for DME, supplies, appliances and orthotics and prosthetics. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.1.3.6 Vision Services Authorization

The Contractor shall determine the medical necessity for vision services to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM requires authorization for vision services. Failure to obtain the authorization for vision services will result in denial of payment to providers billing for services.

2.2.1.3.7 Hearing Services Authorization

The Contractor shall determine the medical necessity for hearing services to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM requires authorization for hearing services. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.1.3.8 Outpatient Physical, Occupational, and Speech Therapy Authorization

The Contractor shall determine the medical necessity for therapy services to eligible Mississippi Medicaid beneficiaries. As a condition for reimbursement, DOM requires authorization for outpatient therapy services. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.1.3.9 Expanded Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Benefits Authorization

DOM covers medically necessary Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) diagnostic and treatment services required to correct or ameliorate physical, mental, psychosocial, and/or behavioral health conditions discovered by a screening, whether such services are covered under any Medicaid Administrative Rule or the State Plan for EPSDT-eligible beneficiaries and, if required, prior authorized by the UM/QIO. As a condition for reimbursement, DOM requires authorization for expanded EPSDT service. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.1.3.10 Expanded Physician Services/Office Visits Authorization

DOM covers a total of sixteen (16) physician office visits per state fiscal year as a State Plan benefit. As a condition for reimbursement, DOM requires authorization for office visits that exceed service limits, for EPSDT eligible beneficiaries only. Failure to obtain authorization will result in denial of payment to all providers billing for services.

2.2.1.3.11 Expanded Home Health Services Authorization

DOM covers home health services for eligible Medicaid beneficiaries, limited to a combined total of thirty-six (36) visits per state fiscal year. As a condition for reimbursement, DOM requires that all home health services receive authorization for EPSDT eligible beneficiaries for home health services beyond the 36th visit per state fiscal year. Failure to obtain the authorization will result in denial of payment to home health providers billing for services. Home health services must be provided to a beneficiary at the beneficiary's place of residence defined as any setting in which normal life activities take place, other than: a hospital, Nursing facility, Intermediate care facility for individuals with intellectual disabilities except when the facility is not required to provide the home health service; or any setting in which payment is or could be made under Medicaid for inpatient services that include room and board. Home health services must be provided in accordance with the beneficiary's physician's orders as part of a written plan of care, which must be reviewed every sixty (60) days. The beneficiary's attending physician must document that a face-to-face encounter occurred no more than ninety (90) days before or thirty (30) days after the start of home health services. The face-to-face encounter must be related to the primary reason the beneficiary requires the home health service. The home health agency providing home health services must be certified to participate as a home health agency under Title XVIII (Medicare) of the Social Security Act and comply with all applicable state and federal laws and requirements.

2.2.1.3.12 Private Duty Nursing Services Authorization

The Contractor shall determine medical necessity for Private Duty Nursing (PDN) services through the EPSDT expanded Program for EPSDT eligible beneficiaries who require more individual and continuous care than is available under the home health benefit. As a condition for reimbursement, DOM requires that all PDN services receive authorization. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.1.3.13 Prescribed Pediatric Extended Care Services Authorization

The Contractor shall determine medical necessity for Prescribed Pediatric Extended Care (PPEC) services through the EPSDT expanded Program for EPSDT eligible beneficiaries who require more individual and continuous care than is available under the home health benefit. As a condition for reimbursement, DOM requires that all PPEC services receive authorization. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.1.3.14 Physician Administered Drugs (PAD) Authorization and Implantable Drug System Devices

The Contractor shall determine medical necessity for physician-administered drugs (PADs) and implantable drug system devices for eligible beneficiaries. PADs and implantable drug system devices require authorization. Failure to obtain authorization will result in denial of payment to providers billing for PADs that require authorization. Review must include validation and verification that the submitted

HCPCS PAD may be billed with the corresponding NDC utilizing valid, updated HCPCS to NDC crosswalk.

2.2.1.3.15 Molecular (Genetic) Testing

The Contractor shall determine medical necessity for molecular testing for eligible beneficiaries when medically necessary to establish a diagnosis of an inheritable disease(s) and in accordance with guidelines established in Mississippi Administrative Code, Title 23, Part 219: Laboratory Services. As a condition for reimbursement, DOM requires that all molecular testing receive authorization. Failure to obtain the authorization will result in denial of payment to all providers billing for services.

2.2.1.3.16 Continuous Glucose Monitoring and Remote Patient Monitoring Services

The Contractor shall determine medical necessity for continuous glucose monitoring and remote patient monitoring services for eligible beneficiaries. As a condition for reimbursement, DOM requires continuous glucose monitoring and remote patient monitoring services receive authorization. Failure to obtain the authorization will result in denial of payment to all providers billing for services.

2.2.1.3.17 Diabetes Self-Management Training Services

The Contractor shall determine medical necessity for diabetes self-management training (DSMT) services for eligible beneficiaries. As a condition for reimbursement, DOM requires DSMT services receive authorization for services. Failure to obtain the authorization will result in denial of payment to all providers billing for services.

2.2.1.3.18 Cardiac Rehabilitation Services

The Contractor shall determine medical necessity for cardiac rehabilitation services for eligible beneficiaries. As a condition for reimbursement, DOM requires cardiac rehabilitation services receive authorization. Failure to obtain the authorization will result in denial of payment to all providers billing for services.

2.2.1.3.19 Authorization of Innovative Programs, Services, or Items

1. DOM may require utilization management services to determine medical necessity of programs, services, or items not specifically outlined in this IFB, resulting from:
 - a. CMS approved State Plan Amendments (SPAs);
 - b. Federal and State mandates, laws, and regulations;
 - c. DOM Administrative Code and policy revisions;
 - d. Program exceptions for services or items that are not listed on the DOM Fee Schedule, if the service or item is FDA approved and generally accepted by the medical community.
2. The Contractor shall be notified of modifications when innovative programs, services or items are implemented.

Timeframes for implementation of new programs, services, or items will be determined by DOM. Consideration will be given for system upgrades or modifications that impact UM/QIO operations for new programs, services, or items.

2.2.1.3.20 Advanced Imaging Services

The Contractor shall determine medical necessity for advanced imaging services for eligible beneficiaries. As a condition for reimbursement, DOM requires that all non-emergency advanced imaging services receive authorization. Failure to obtain authorization will result in denial of payment to all providers billing for services.

The Contractor shall conduct authorization reviews including but not limited to the following non-emergency advanced imaging studies provided in outpatient settings, including, but not limited to, freestanding clinics, hospital outpatient, and private physician offices:

- a. Computerized Tomography scans;
- b. Magnetic Resonance Images;
- c. Magnetic Resonance Angiograms;
- d. Positron Emission Tomography scans;
- e. Nuclear Cardiology; and
- f. Other identified over utilized or high-cost radiology services.

The Contractor shall review authorization requests using DOM approved guidelines to determine medical necessity. Requests and approvals shall be based on specific imaging current procedural terminology (CPT) codes.

2.2.2 Behavioral Health Services

This section describes the requirements for the development, implementation, and operation of a UM/QIO program for behavioral health services to include:

- Inpatient Psychiatric Services;
- Hospital Outpatient Mental Health Services;
- Community Mental Health and Substance Use Disorder Services;
- Psychiatric Residential Treatment Facility Services;
- Therapeutic and Evaluative Services for Children;
- Autism Spectrum Disorder Services;
- Medication Assisted Treatment (MAT) Services; and
- ICF/IID Utilization Review.

2.2.2.1 Behavioral Health Services Criteria Development

In performing medical necessity determinations, the Contractor shall use InterQual® criteria (IQ). When InterQual® criteria is not available for medical necessity determinations, then the Contractor shall use a nationally recognized standard for the clinical criteria in all review types, as approved by DOM. DOM shall have prior approval of the criteria used for automated and manual review. The criteria shall provide a clinically sound basis for professional determinations of the medical necessity for all behavioral health services reviewed under the resulting Contract. The criteria used shall not be deemed confidential or proprietary information and may be disclosed to providers or beneficiaries as legally required by DOM.

DOM must receive the Contractor's PA criteria for each service delivery area at least ninety (90) calendar days prior to the Operational Start Date for DOM approval. Should the Contractor change criteria for a service delivery area during the life of the Contract, DOM must receive the Contractor's new PA criteria for advanced written approval at least ninety (90) calendar days prior to implementation of the new criteria. The Contractor shall maintain the capability to update the review criteria for behavioral health services reviewed under the resulting Contract. The Contractor shall make recommendations to DOM annually, regarding what, if any, changes should be made to the criteria that will be used for the following calendar year. The recommendations shall be included in the Contractor's annual report required in **Section 2.6** of the IFB. Failure by the Contractor to timely submit the PA criteria for review may result, in DOM's discretion, in damages of up to one thousand dollars (\$1,000.00) per business day until the review is received by DOM.

The Contractor shall provide DOM with access to a complete set of materials associated with the criteria annually.

Any modifications to the criteria or guidelines must be prior approved by DOM. Based on the best interest of the State of Mississippi and the review outcome, DOM reserves the right to specify the use of different criteria/guideline products during the resulting Contract.

The Contractor is responsible for any cost associated with the purchase of any review criteria.

2.2.2.2 Shared Requirements Applying to Subsection 2.2.2.3

There are numerous requirements shared by services listed in **Subsection 2.2.2.3**, Behavioral Health Services. These shared requirements are included in this section. For each service, the Contractor shall adhere to requirements outlined in **Subsection 2.1** Utilization Management Requirements.

1. DOM covers Behavioral Health Services for eligible beneficiaries in accordance with the Medicaid State Plan and Administrative Code Title 23 Medicaid.
2. The Contractor must develop, implement, and maintain a UM/QIO program for all review types for all Behavioral Health services listed in **Subsection 2.2.2.3**. This must include a process to receive requests for EPSDT diagnostic and treatment services required to correct or ameliorate physical, mental, psychological, and/or behavioral health conditions discovered by a screening, whether such services are covered under any Medicaid Administrative Rule or the State Plan for EPSDT-eligible beneficiaries.

3. The Contractor shall have the established procedures to receive authorization requests and supporting information via web-based submissions, facsimile and mail submissions from all applicable facilities and providers.
4. The Contractor shall establish and maintain a dedicated facsimile number, toll-free in Mississippi, for the receipt of review requests and supporting medical documentation submitted by facsimile.
5. The Contractor shall establish and maintain a physical mailing address in Hinds, Rankin, or Madison County for the receipt of review requests and supporting medical documentation submitted by mail.
6. Services that require telephonic authorization capabilities will be noted below in **Subsection 2.2.2.3** as required.
7. The Contractor shall notify providers and beneficiaries or legal guardians/representatives of review determinations within one (1) business day from the date the determination is completed.
8. The Contractor shall issue verbal and written notification of denials, modifications, or reductions to the requesting provider, and beneficiary, or if a child, the legal guardian/representative.
9. The Contractor shall have the capability and established procedures for verbal and written notification to the requesting provider of a pended review and informing the provider of the information needed along with the timeframe for submission.
10. The Contractor shall have the capability and established procedures to ensure all behavioral health review determinations are completed 98 percent of the time within the specified timeframe noted in **Table 2.2.2.2.A**.
11. Review processing timeframes and notification time frames are noted in **Tables 2.2.2.2.A and 2.2.2.2.B**, below

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Table 2.2.2.2.A: Review Processing Timeframes for Behavioral Health Services			
Behavioral Health Services	Review Type Standard (based on business days)		
	<i>Prospective</i>	<i>Concurrent</i>	<i>Retrospective</i>
Inpatient Psychiatric	1	1	10
Hospital Outpatient Mental Health	2	2	10
Community Mental Health and Substance Use Disorder Services *Crisis Residential	3 *Crisis Residential: 1	2	10
Psychiatric Residential Treatment Facility Services	3	2	10
Autism Spectrum Disorder Services	3	2	10
Opioid Treatment Program Services	3	2	10

*Due to the urgent nature of the request for Crisis Residential Services, the required processing time for the Prospective Review for this category is limited to one business day.

Table 2.2.2.2.B: Notification Timeframes for Behavioral Health Services			
Behavioral Health Services	Verbal and Written Notification Standard (based on business days)		
	<i>Prospective</i>	<i>Concurrent</i>	<i>Retrospective</i>
Inpatient Psychiatric	1	1	1
Hospital Outpatient Mental Health	1	1	1
Community Mental Health	1	1	1
Psychiatric Residential Treatment Facility Services	1	1	1
Autism Spectrum Disorder Services	1	1	1
Opioid Treatment Program Services	1	1	1

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2.2.2.3 Behavioral Health Services Authorizations

2.2.2.3.1 Inpatient Psychiatric Services Authorization

The Contractor shall determine medical necessity for inpatient psychiatric services for eligible beneficiaries. As a condition for reimbursement, DOM requires inpatient hospital admissions receive authorization. Failure to obtain authorization will result in denial of payment to all providers billing for services, including the hospital and the attending physician.

- a. Urgent Admission Reviews: Urgent psychiatric admissions are defined as admissions to an inpatient hospital setting resulting from mental illness when the beneficiary's condition is such that he/she requires twenty-four (24) hour per day supervision in a secure setting and with presenting symptoms of such severity that the absence of immediate intervention could reasonably result in:
- 1) Permanently placing the beneficiary's mental health in jeopardy;
 - 2) A serious threat to the physical welfare of the beneficiary and/or others; or
 - 3) Serious and permanent mental dysfunction or other serious medical or psychiatric consequence.

Non-Emergency Admission Reviews: Non-emergency admissions are for planned or elective admissions and the beneficiary has not been hospitalized. The Contractor shall have the capability and established procedures to receive non-emergency admission review requests and conduct authorizations prior to the planned date of admission.

Weekend and Holiday Admission Reviews: Weekend admissions are when the beneficiary was admitted on a weekend. Holiday admissions are defined as those admissions where a beneficiary is admitted on a holiday defined in **Section 2.2.1.3.1** of this IFB. The Contractor shall have the capability and established procedures to receive weekend and holiday admission review requests and conduct authorizations post-admission when the beneficiary has not been discharged.

Continued Stay Reviews: Continued stay reviews are subsequent reviews performed to determine if continuation of services is medically necessary and appropriate. The Contractor shall have the capability and established procedures to receive continued stay review requests for additional inpatient days of care for admissions previously authorized and conduct prior authorizations on or before the next review point (i.e., the last authorized day). The Contractor shall have the capability and established procedures to provide all hospital providers with a daily listing of beneficiaries whose authorization expires within 48 hours.

- b. Retrospective Reviews: Retrospective review is defined as a review performed when a service has been provided and no authorization had been given. DOM reserves retrospective reviews for medical emergent conditions or situations where the provider has insufficient information required to submit a prospective review. Retrospective reviews shall include a review of service documentation to confirm medical emergent condition or situation along with medical necessity.

2.2.2.3.2 Hospital Outpatient Mental Health Services Authorization

The Contractor shall determine medical necessity for mental health services when provided in an outpatient department of a general hospital for eligible beneficiaries. As a condition for reimbursement, DOM requires hospital outpatient mental health services receive authorization. Specific procedures requiring authorization are identified in the Outpatient Mental Health CPT® Codes Listing on DOM's Website. Failure to obtain the authorization will result in denial of payment to providers billing for services.

2.2.2.3.4 Community Mental Health and Substance Use Disorder Services Authorization

The Contractor shall determine medical necessity for community mental health and substance use disorder services for eligible beneficiaries. As a condition for reimbursement, DOM requires community mental health and substance use disorder services receive authorization. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.2.3.5 Psychiatric Residential Treatment Facility Services Authorization

The Contractor shall determine medical necessity for PRTF services for eligible beneficiaries under age twenty-one (21) when the child does not require emergency or acute psychiatric care but does require supervision and treatment on a twenty-four (24) hour basis. As a condition for reimbursement, DOM requires that PRTF services receive authorization. Failure to obtain authorization will result in denial of payment to providers billing for services.

2.2.2.3.8 Autism Spectrum Disorder Services Authorization

The Contractor shall determine medical necessity for Autism Spectrum Disorder (ASD) services for EPSDT eligible beneficiaries when medically necessary, prior authorized and provided by certain providers operating within their scope of practice. As a condition for reimbursement, DOM requires autism spectrum disorder services receive prior authorization. Failure to obtain prior authorization will result in denial of payment to providers billing for services.

2.2.2.3.9 Medication Assisted Treatment (MAT) Services Authorization

The Contractor shall determine medical necessity for Medication Assisted Treatment Services (MAT) services when provided by a certified Opioid Treatment Program (OTP) for eligible beneficiaries. As a condition for reimbursement, DOM requires MAT services receive prior authorization. Failure to obtain the prior authorization will result in denial of payment to providers billing for services.

2.2.2.3.10 Intermediate Care Facility for Individual with Intellectual Disabilities (ICF/IID) Utilization Review

DOM covers Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) services for eligible Medicaid beneficiaries, certified for admission by the Mississippi Department of Mental Health in accordance with Administrative Code Title 23 Medicaid. The Contractor shall adhere to all ICF/IID Utilization Review requirements specified in C.F.R. § 456 subpart F. The Contractor shall have the capability and established procedures to conduct continued stay reviews for ICF/IID beneficiaries every six (6) months. During each continued level of care review, the Contractor shall review clinical documentation submitted by the facility to ensure quality care is provided, the person receiving the services remains appropriate for ICF/IID level of care, and that the facility is compliant with Federal and

State regulations. The Contractor shall submit a monthly report to DOM that identifies quality-of-care or safety concerns identified during ICF/IID utilization reviews.

The Contractor shall develop a process to notify the DOM within ten (10) business days when ICF/IID providers are non-compliant or non-responsive with utilization review requests.

2.2.3 Dental Services

This section describes the requirements for the development, implementation, and operation of a UM/QIO program for dental services. For each dental service listed below, the Contractor shall adhere to requirements outlined in **Subsection 2.1** Utilization Management Requirements.

1. DOM covers Dental Services for eligible beneficiaries in accordance with the Medicaid State Plan and Administrative Code Title 23 Medicaid.
2. The Contractor must develop, implement, and maintain a UM/QIO program for all review types for all dental services listed in **Subsection 2.2.3.2**. This must include a process to receive requests for EPSDT diagnostic and treatment services required to correct or ameliorate physical, mental, psychological, and/or behavioral health conditions discovered by a screening provider, whether such services are covered under any Medicaid Administrative Rule or the State Plan for EPSDT-eligible beneficiaries.
3. The Contractor shall have the established procedures to receive authorization requests and supporting information via web-based submissions, facsimile and mail submissions from all applicable facilities and providers.
4. The Contractor shall establish and maintain a dedicated facsimile number, toll-free in Mississippi, for the receipt of review requests and supporting medical documentation submitted by facsimile.
5. The Contractor shall establish and maintain a physical mailing address in Hinds, Rankin, or Madison County for the receipt of review requests and supporting medical documentation submitted by mail.
6. Services that require telephonic authorization capabilities will be noted below in **Subsection 2.2.3.2** as required.
7. The Contractor shall notify providers and beneficiaries or legal guardians/representatives of review determinations within one (1) business day from the date the determination is completed.
8. The Contractor shall issue verbal and written notification of denials, modifications, or reductions to the requesting provider, and beneficiary, or if a child, the legal guardian/representative.
9. The Contractor shall have the capability and established procedures for verbal and written notification to the requesting provider of a pended review and informing the provider of the information needed along with the timeframe for submission.

10. The Contractor shall have the capability and established procedures to ensure all dental review determinations are completed 98 percent of the time within the specified timeframe noted in **Table 2.2.3.2.A**.

2.2.3.1 Dental Services Criteria Development

1. In performing medical necessity determinations, the Contractor shall use InterQual® criteria (IQ). When IQ is not available for medical necessity determinations, then the Contractor shall use a nationally recognized standard for the clinical criteria in all dental reviews as approved by DOM. DOM shall have prior approval of the criteria used for automated and manual review. The criteria shall provide a clinically sound basis for professional determinations of the medical necessity for all services reviewed under the resulting Contract. The criteria used shall not be deemed confidential or proprietary information and may be disclosed to providers or beneficiaries as legally required by DOM.
2. DOM must receive the Contractor's PA criteria for each service delivery area at least ninety (90) calendar days prior to Operational Start Date for DOM approval. Should the Contractor change criteria for a service delivery area during the life of the Contract, DOM must receive the Contractor's new PA criteria for advanced written approval at least ninety (90) calendar days prior to implementation of the new criteria. The Contractor shall maintain the capability to update the review criteria for services reviewed under the resulting Contract. The Contractor shall make recommendations to DOM annually, regarding what, if any, changes should be made to the criteria that will be used for the following calendar year. The recommendations shall be included in the Contractor's annual report required in **Section 2.6** of this IFB. Failure by the Contractor to timely submit the PA criteria for review may result, in DOM's discretion, in damages of up to one thousand dollars (\$1,000.00) per business day until received by DOM.
3. The Contractor shall provide DOM with access to a complete set of materials associated with the criteria annually.
4. Any modifications to the criteria or guidelines must be prior approved by DOM. Based on the best interest of the State and the review outcome, DOM reserves the right to specify the use of different criteria/guideline products during the resulting Contract.
5. The Contractor is responsible for any cost associated with the purchase of any review criteria.
6. The Contractor shall work with DOM to develop clinically sound, evidence-based, medical necessary criteria for all services. The Contractor shall have the capability to develop an automated criteria/rules-based authorization system. DOM shall approve all criteria prior to utilization by the Contractor. The automated criteria/rules-based authorization system is expected to perform a significant number of reviews.

2.2.3.2 Dental Services Authorization Requirements

The Contractor shall determine medical necessity for Dental Services for eligible beneficiaries. As a condition for reimbursement, DOM requires that dental services receive authorization. Failure to obtain authorization will result in denial of payment to providers billing for services.

1. General Dental Services

- a. DOM covers general dental services up to the dental benefit limit per beneficiary per state fiscal year. DOM covers palliative dental services for eligible beneficiaries.
- b. As a condition for reimbursement, DOM requires prior authorization for the following benefits:
 1. Dental services for beneficiaries that have reached the dental benefit limit;
 2. Expanded EPSDT reviews for medically necessary dental services for EPSDT eligible beneficiaries in accordance with Part 223 of Title 23, without regard to service limitations;
 3. Other specific dental procedures established by DOM as indicated in the fee schedule, and
 4. Procedures priced by prior authorization.

2. Dental Surgery Services

- a. DOM covers dental care that is an adjunct to treatment of an acute medical or surgical condition, services of oral surgeons and dentists in connection with surgery related to the jaw or any structure contiguous to the jaw or the reduction of any fracture of the jaw or any facial bone, and related emergency dental extractions and treatment. Additionally, DOM covers dental surgeries performed in an outpatient hospital setting or Ambulatory Surgical Center (ASC) when medically necessary and prior authorized in accordance with Administrative Code, Part 204 of Title 23.
- b. As a condition for reimbursement, DOM requires prior authorization for dental surgery services.

3. Orthodontia Services

- a. DOM covers orthodontia-related services up to the orthodontia benefit limit per beneficiary per lifetime. Orthodontia-related services are only covered for EPSDT eligible beneficiaries who meet pre-qualifying criteria.
- b. As a condition for reimbursement, DOM requires prior authorization for orthodontia services.

Requirements for second-level reviewers for each covered dental service are as stated below:

1. Dental Services Authorization: Second-level review must be conducted by a Doctor of Dental Medicine (DMD) or a Doctor of Dental Surgery (DDS) licensed in the State of Mississippi.
2. Dental Surgery Services Authorization: Second-level review must be conducted by a DMD or DDS with a specialty license for oral and maxillofacial surgery in the State of Mississippi.

3. Orthodontia Services Authorization: Second-level review must be conducted by a board-certified orthodontist licensed in the State of Mississippi.

The Contractor shall return original dental radiographs and photographs submitted by providers through the authorization process to the submitting provider.

Table 2.2.3.2.A.: Review Processing Timeframes for Dental Services		
	Review Type Standard (based on business days)	
Dental Services	Prospective	Retrospective
General Dental	7	10
Dental Surgery	7	10
Orthodontia	7	10

Table 2.2.3.2.B.: Notification Timeframes for Dental Services		
	Notification Standard (based on business days)	
Dental Services	Prospective	Retrospective
General Dental	1	1
Dental Surgery	1	1
Orthodontia	1	1

2.2.4 Level of Care Recommendations

The Contractor shall have the capability and established procedures to ensure all level of care recommendations are completed 98 percent of the time within the specified timeframe noted in **Table 2.2.4.A.**

Table 2.2.4.A.: Review Processing Timeframes for Level of Care Recommendations		
	Level of Care Review Standard (based on business days)	
Program/Setting	Initial	Concurrent
DCLH	15	15
LTC Clinical Eligibility	2	2
ICF/IID	N/A	15

Table 2.2.4.B.: Notification Timeframes for Level of Care Recommendations		
	Level of Care Notification Standard (based on business days)	
Program/Setting	Initial	Concurrent
DCLH	1	1
LTC Clinical Eligibility	1	1
ICF/IID	N/A	1

2.2.4.1 Disabled Child Living at Home (DCLH) or “Katie Beckett” group Level of Care Recommendations

1. DOM provides Medicaid benefits to children, age eighteen (18) or under, living at-home who qualify as disabled individuals using Social Security disability rules and provided certain conditions are met. These children would not be otherwise eligible for Medicaid due to deeming of parental income or resources. The specific statutory provisions establishing this option are contained in Section 1902(e) of the Social Security Act. State enabling legislation established authority for coverage of Disabled Children Living At-Home (DCLH) effective July 1, 1989. This program is in compliance with federal regulations: 42 C.F.R. §§ 435.225, 409.31-409.34, 440.10, 440.150, and 483.440.
2. The Contractor shall make Level of Care (LOC) recommendations for eligibility in the DCLH category of eligibility. The criteria used shall not be deemed confidential or proprietary information and may be disclosed to providers or beneficiaries as legally required by DOM.
3. The Contractor shall have established procedures and sufficient capacity to receive requests from Medicaid Regional Eligibility Offices via web-based submissions; and supporting clinical documentation, and other forms or documentation required for LOC recommendations for eligibility in the DCLH category of eligibility from physicians and others via web-based submissions, facsimile, and mail.
4. The Contractor shall determine the institutional LOC utilizing DOM approved criteria and policies for the DCLH category of eligibility. The criteria used shall not be deemed confidential or proprietary information and may be disclosed to providers or beneficiaries as legally required by DOM.
 - a. Hospital LOC: Is appropriate for children who require continuous skilled care by licensed professionals 24 hours per day with risk of rapid deterioration in health status, continued need for use of medical technology, complex medical equipment, or invasive techniques to sustain life, etc.
 - b. ICF/IID LOC: Is appropriate for individuals who require continuous active treatment program, direct assistance from a professional for special rehabilitative or developmental intervention for conditions that significantly interfere with mental age appropriate activities, requires assistance and presence of another person for performance of at least three activities of daily living that are not appropriate for the child’s age, daily skilled nursing services by licensed professional

including direct observation, management, frequent monitoring and documentation of condition, evaluation by a clinical psychologist or physician who has determined that the child is intellectually/developmentally disabled.

- c. Nursing Facility LOC: Is appropriate for children who require daily skilled nursing services by a licensed professional including direct observation, management, frequent monitoring, and documentation of condition, requires assistance and presence of another person for performance of at least three (3) activities of daily living that are not appropriate for the child's age, and regularly scheduled skilled therapy services not less than once a week.
5. The Contractor shall provide a second level review conducted by physician licensed in the state of Mississippi and of the same specialty as the provider requesting the service to make review recommendations for LOC in the DCLH category of eligibility. Only a physician may deny the LOC recommendations for eligibility in the DCLH category of eligibility.

2.2.4.2 Long-Term Care Clinical Eligibility Recommendations

1. The Contractor shall make Level of Care (LOC) recommendations for Long Term Care (LTC) applicants referred by DOM.
2. The Contractor shall have established procedures and sufficient capacity to receive requests and supporting clinical documentation for LOC recommendations of LTC applicants from DOM.
3. The Contractor shall recommend LOC of LTC applicants utilizing Federal and State laws and regulations, DOM policies and/or formal memorandums.
4. The Contractor shall provide physician review and clinical recommendations for level of care of LTC applicants.
5. The Contractor shall establish and maintain a procedure for DOM to contact the Contractor's Medical Director to discuss LOC recommendations for LTC applicants that have been denied.
6. The Contractor shall notify DOM LOC recommendations for LTC applicants.

2.2.4.3 Intermediate Care Facility for Individual with Intellectual Disabilities (ICF/IID) Utilization Review

DOM covers Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) services for eligible Medicaid beneficiaries, certified for admission by the Mississippi Department of Mental Health in accordance with Administrative Code Title 23 Medicaid. The Contractor shall adhere to all ICF/IID Utilization Review requirements specified in C.F.R. § 456 subpart F. The Contractor shall have the capability and established procedures to conduct continued stay reviews for ICF/IID beneficiaries every six (6) months. During each continued level of care review, the Contractor shall review clinical documentation submitted by the facility to ensure quality care is provided, the person receiving the services remains appropriate for ICF/IID level of care, and that the facility is compliant with Federal and State regulations. The Contractor shall submit a monthly report to DOM that identifies quality-of-care or safety concerns identified during ICF/IID utilization reviews.

The Contractor shall develop a process to notify the DOM within ten (10) business days when ICF/IID providers are non-compliant or non-responsive with utilization review requests.

2.3 Additional Services

2.3.1 Provider Communication and Education

The Contractor shall develop a reference manual specific to Mississippi Medicaid providers and submit to DOM for approval forty-five (45) calendar days prior to the Operational Start Date of the Contract. The manual shall provide guidelines for medical necessity of services in the Mississippi Medicaid program, as well as procedures to obtain prior authorization, seek clarification on guidelines, and procedures to file complaints. Updates and changes shall be approved by DOM before distribution. DOM will notify the Contractor in writing if a modification is required, and the Contractor shall incorporate any modifications within ten (10) calendar days after such notification. The Contractor shall make the Mississippi Medicaid program reference manual available on the Contractor's public website.

The Contractor shall develop and implement an outreach program to train providers on the Mississippi Medicaid program and submit the outreach plan to DOM forty-five (45) calendar days prior to the Operational Start Date of the Contract for review and approval. The outreach program shall include a monthly provider training schedule for specific programs. Across the span of each calendar year, each provider group or program shall be allowed at least one (1) virtual training opportunity. Additional trainings may be requested by DOM, at no cost to DOM. The trainings shall be recorded and placed on the Contractor's public website for future access. The Contractor shall report results of the outreach program in the annual report required in **Section 2.6** of this IFB. The Contractor shall hold initial orientations with providers thirty (30) calendar days prior to the initiation of the prior authorization program. The Contractor shall notify DOM two (2) weeks in advance of a provider training or meeting.

2.3.2 Monitor Trends Across Medicaid Programs

The Contractor shall develop and implement a process to monitor trends, including but not limited to changes in nationally accepted clinical guidelines to determine medical necessity of authorized services in the Mississippi Medicaid program. The Contractor shall provide the process to monitor trends for DOM review and approval (45) calendar days prior to the Operational Start Date of the Contract. Based on its monitoring, the Contractor shall recommend to DOM changes in clinical guidelines or policy that DOM may want to consider for the prior authorization program. The recommendations shall be included in the Contractor's annual report required in **Section 2.6**.

2.3.3 Provider Peer Review Protocol

Healthcare practitioners and any other persons, including institutions, who furnish health care services or items for which payment may be made, in whole or in part, by DOM have certain obligations as set forth in Title XI of the Social Security Act (U.S.C. Section 1320c *et seq.*) and Mississippi State Law (Miss. Code Ann. Section 43-13-121) that must be met. These obligations are to ensure that services or items are provided economically only when and to the extent they are medically necessary, of a quality that meets professionally recognized standards of health care and supported by the appropriate documentation of medical necessity and quality.

The Contractor shall have the capacity and established procedures to carry out a proper peer review investigation and review of Medicaid providers and providers performing services contracted with the Coordinated Care Organizations operating within the Mississippi Coordinated Access Network (MSCAN). At the request of DOM, the Contractor shall carry out the peer investigation and review when DOM has identified, by data analysis or other means, a possible violation by a health care practitioner. Following DOM's transmission of a written request to the Contractor, the Contractor shall conduct a consultant peer review in accordance with Title 23, DOM's Administrative Code. All Consultant Peer Reviews and/or Peer Review Panels (PRP) will adhere to the process prescribed by DOM and identified in Title 23 of the Administrative Code.

The Contractor shall ensure the utilization review policies and procedures include procedures to proactively identify potential cases of fraud, waste, and abuse, including notification to DOM about potential cases. The Contractor shall also include the identification of fraud, waste, and abuse in staff training. The Contractor shall provide notification of fraud, waste, and abuse to DOM within twenty-four (24) hours of identification of potential cases.

The Consultant Peer Review (CPR) shall be completed in a timeframe designated by DOM. At the end of the CPR, DOM will respond in writing to the Contractor's recommendations. Contractor shall communicate with DOM in writing if Medicaid approved deadlines and review timeframes cannot be met. Notification shall occur prior to deadlines. Contractor shall request an extension in writing for extenuating circumstances, providing sufficient explanation to DOM. Contractor shall provide weekly updates in writing to DOM for any peer review services in an extension status.

1. As a requirement of Title 23, Part 305 of the Administrative Code, for DOM approved recommendations for a PRP, the Contractor shall have fifteen (15) calendar days to select a panel and distribute medical records to panel members. The PRP shall be established in accordance with DOM's Administrative Code and shall consist of at least three (3) health care practitioners, at least one (1) of whom practices in the same class group as the subject health care practitioner. Selection of the PRP members shall be done in such a way as to ensure that their objectivity and judgment will not be affected by personal bias for or against the subject health care practitioner or by direct economic competition or cooperation with the subject health care practitioner. DOM shall make records relevant to the possible violation available to the PRP. Should the Contractor fail to empanel the PRP within the required time frame, the Contractor shall be required to provide a written explanation to DOM for the failure to create the PRP, which will include steps taken, providers contacted, their responses, and recommended next steps, at a minimum.
2. Following the PRP's review of the relevant records, the PRP will meet, either in person or by conference call, to deliberate on the matter. Minutes of the meeting will be taken and documented in the case record. The PRP shall complete this process within a time determined by DOM. Based on the PRP decision at the end of the initial review, the PRP will take one or more of the following actions:
 - a. **No Further Action Needed:** If the PRP determines that there has been no violation of obligations, it will notify DOM, in writing, of that finding and recommend that the case be

closed with no further action taken. Along with the written notification of the PRP recommendations, the PRP will also transmit the records it relied on to make the recommendation, as well as the transcript of the minutes of the PRP meeting. DOM shall make a final decision, within ten (10) business days of its receipt of the recommendation, and so inform the Contractor. DOM may accept the recommendation, take other action on the case, or return the case to the Contractor for further action, as specified by DOM, and as defined in Title 23, Part 305 of the Administrative Code.

- b. **Potential Violations:** If the PRP finds a potential violation of one or more DOM obligations, the Contractor shall notify DOM in writing of the preliminary recommended findings within ten (10) business days of the PRP decision. The letter must contain all related requirements in Title 23, Part 305 of the Mississippi Administrative Code, including, but not limited to, giving notice of potential violation(s), the specifics of the potential violation(s), and the PRP's recommended date to have the health care practitioner attend a Peer Review Panel conference, which will be set no later than thirty (30) calendar days after the notice to DOM. DOM shall make a final decision, within ten (10) business days of its receipt of the recommendation, and so inform the Contractor. DOM may accept the recommendation, take other action on the case, or return the case to the Contractor for further action, as specified by DOM, and as defined in Title 23, Part 305 of the Administrative Code. If DOM accepts the PRP recommendation, at the same time it notifies the Contractor, DOM will transmit a letter by certified mail, restricted delivery, return receipt requested to the health care practitioner with all of the relevant information listed above. The health care practitioner shall be instructed in the letter to provide the PRP with any additional information in support of the health care practitioner's position no later than ten (10) business days prior to the conference to allow time for its proper study. At the Contractor's discretion, the healthcare practitioner may choose alternate dates to convene the conference meeting.
- c. **Clear Violation:** If the PRP determines that the health care practitioner has violated one or more DOM obligations, it will formulate recommendations that will include a corrective action plan (CAP), provider education requirements, and/or recoupment. The Contractor shall submit all findings and recommendations in writing to DOM within ten (10) business days of the PRP decision. The letter must contain all related requirements in Title 23, Part 305 of the Mississippi Administrative Code, including, but not limited to the violation(s), the specifics of the violation(s), and the PRP's recommended actions and recommended date to have the health care practitioner attend a Peer Review Panel conference, which will be set no later than thirty (30) calendar days after the notice to DOM. DOM shall make a final decision, within ten (10) business days of its receipt of the recommendations, and so inform the Contractor. DOM may accept the recommendation, take other action on the case, or return the case to the Contractor for further action, as specified by DOM, and as defined in Title 23, Part 305 of the Administrative Code. If DOM accepts the PRP recommendation, at the same time it notifies the Contractor, DOM will transmit a letter by certified mail, restricted delivery, return receipt requested to the health care practitioner with all of the relevant information listed above. The health care practitioner shall be instructed in the letter to provide the PRP with any additional information in support of the health care practitioner's position no later than ten (10) business days prior to the conference to allow time for its proper study. At the Contractor's discretion, the healthcare practitioner may choose alternate dates to convene the conference meeting.

Implementation and Oversight of Corrective Action Plans:

1. The Contractor shall ensure the CAP lists the specific obligations violated; the specific elements of the CAP which shall address correction of the behavior which led to the violation(s); the duration of the CAP which is a minimum of ninety (90) calendar days; and how compliance with the CAP will be monitored and assessed. The health care practitioner will be required to sign the CAP and return it within ten (10) calendar days to the PRP. The Contractor will submit to DOM a signed copy of the CAP and other relevant information, as specified by DOM. If the health care practitioner fails to submit the signed CAP, the PRP will immediately recommend to the Executive Director of DOM that the health care practitioner be sanctioned with termination.
2. After the CAP has been completed, DOM will collect and provide to the Contractor all information subject to being monitored, including, but not limited to FFS and CCO encounter claims history, copies of patient records, files, and charts submitted to the PRP for review. Within thirty (30) calendar days of the receipt of such information from DOM, the PRP will meet to determine whether or not the health care practitioner complied with the CAP and whether the CAP was effective. The PRP shall keep minutes of the meeting. If the CAP was effective and the health care practitioner is now meeting all obligations, the PRP will provide a written recommendation to DOM that the peer review process has been completed and the identified violation(s) corrected and resolved.
3. DOM will make a final decision within fourteen (14) working days of its receipt of the recommendation and so inform the Contractor. DOM may accept the recommendation, take other action on the case, or return the case to the Contractor for further action, as specified by DOM. DOM shall inform the health care practitioner if it is determined that their case will be closed, by certified mail, restricted delivery, return receipt requested within ten (10) business days from the date of DOM acceptance of recommendations.
4. If the CAP was not effective and the health care practitioner, as noted in the minutes of the PRP meeting, is still deemed to be violating obligations, the PRP shall, by a motion approved by a majority of its members, recommend to the Executive Director of DOM that a sanction of termination be imposed. The full and complete record relied upon to make the recommendation and the minutes of the PRP will be submitted to the Executive Director of DOM within fifteen (15) business days of the PRP's recommendation for sanction of termination.
- d. **Immediate Jeopardy:** If the PRP finds violations that arise to the level of gross and flagrant conduct, such that the life and welfare of the health care practitioner's patients are in jeopardy, it will immediately relay its finding to the Contractor's Medical Director, or his/her designee who will recommend to the Executive Director of DOM that the health care practitioner be immediately suspended from the Medicaid program. Violations at this level may also result in a referral, by the Contractor, to the appropriate Mississippi Licensure entity for further investigation.

2.3.5 Clinical/Medical Consulting Services

1. The Contractor shall have the capacity and established procedures to provide clinical/medical consultation through the Contractor's Medical, Dental, or Pharmacy Director and independent evaluators as appropriate, in order to assist DOM in addressing medical necessity issues, researching new technology, developing medical policies, addressing quality issues, etc.
2. At the request of DOM, the Contractor may also provide clinical/medical consultation for various types of healthcare practitioner participating in the Mississippi Medicaid program. Healthcare practitioner types may include, but are not limited to, medical doctors, doctors of osteopathy, podiatrists, chiropractors, nurse practitioners, certified registered nurse anesthetists, nurse midwives, dentists, therapists, optometrists, and mental health practitioners. All consults conducted by the Contractor shall be performed by a consultant of the same provider type and/or specialty.
3. At the request of DOM, the Contractor shall conduct reviews of adverse benefit determinations (denials, suspensions, terminations) by a Coordinated Care Organization participating in the MississippiCAN.
 - a. In accordance with Section 43-13-116 of the Mississippi Code of 1972, as amended, and 42 CFR 431.200 et. seq., Medicaid recipients have an opportunity to request an administrative hearing to appeal decisions of denial, termination, suspension, or reduction of Medicaid covered services.
 - b. If a decision is made by the Coordinated Care Organization participating in the MississippiCAN to reduce, deny, suspend, or terminate covered services provided to a member, and the member disagrees with the decision, the member and/or his/her legal representative must request a hearing in writing within thirty (30) days of the notice of adverse benefit.
 - c. The Contractor shall conduct an independent evaluation of the case and submit to DOM a determination. The independent evaluation shall be conducted by a professional in the same or a similar specialty as the professional, who originally denied, terminated, suspended, or reduced the Medicaid covered service(s). In no case shall the review professional have been involved in the initial adverse benefit determination.
 - d. The independent evaluator shall not participate in policy reviews, coverage recommendations, or policy development for DOM.
 - e. At the request of DOM, the Contractor shall be present and participate in an administrative hearing or other administrative or legal proceedings.
4. The Contractor shall have a written program which outlines the program structure and accountability and includes, at a minimum, procedures, and process for clinical/medical consultations through the Medical Director or Dental Director, as appropriate, and consultant advisors of the same provider type and/or specialty or as directed by DOM and mechanisms

providing DOM with consultant review summaries within twenty (20) business days of receipt of the case.

2.3.6 Care Management Services

The Contractor is responsible for Care Management, which is defined as a set of Member-centered, goal-oriented, culturally relevant, and logical steps to assure that a Member receives needed services in a supportive, effective, efficient, timely and cost-effective manner. Care Management includes but is not limited to Continuity of Care, Transition of Care, and Discharge Planning.

Care Management programs must meet applicable National Committee for Quality Assurance (NCQA) and/or URAC accreditation standards.

2.3.6.1 Care Management Populations

The Contractor shall have the capacity and established procedures to provide care management services for FFS beneficiaries with the following diagnoses:

1. Hepatitis
2. Hemophilia
3. Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS).

The Contractor shall have the capacity and established procedures to provide care management services for the following FFS beneficiaries:

1. Beneficiaries enrolled in FFS at date of delivery and for the postpartum coverage period.
2. FFS beneficiaries enrolled in the Disabled Child Living at Home (DCLH) category of eligibility.
3. Any other population or diagnosis group DOM designates for FFS Care Management during the life of the contract.

2.3.6.2 Care Management System

The Contractor is required to develop, implement, and maintain a Care Management System in accordance with the standards and requirements stated in this section. That system will be presented to DOM in writing no later than sixty (60) calendar days after the award of this contract, and it is subject to review and approval by DOM. The Contractor will revise its approach as requested by DOM and will submit any subsequent updates to DOM for approval. Any subsequent changes must be submitted to DOM for approval no less than sixty (60) days prior to the implementation of the change.

2.3.6.3 Care Management Partnerships

Integral to Care Management in Mississippi is the development of partnerships with community based organizations and other agencies. The Contractor must develop relationships with both state and local agencies, as well as state and local community-based organizations for both input on Care Management strategies and for referral of Members for services. As part of its initial Care Management System presentation, the Contractor must create a Care Management Partnership and Referral Report detailing

partner agencies and community-agencies it plans to utilize in its Care Management strategy. This report will include a list of agencies and community-based organization contacts that the Contractor plans to utilize for referrals. The Contractor must submit its Care Management Partnership and Referral Report as part of its Care Management System presentation, within sixty (60) calendar days after the award of the contract.

Such agreements will be designed to support the implementation of coordinated, culturally competent care strategies and will include but are not limited to protocols for:

1. Data sharing and data protection;
2. Implementing health promotion and disease prevention initiatives;
3. Coordinating service delivery with the Member's Primary Care Physician;
4. Tracking Member outcomes and measuring success; and
5. Making and tracking of closed-loop referrals.

2.3.6.4 Care Managers

The goal of each Care Manager is to support Members in improvement of their overall health, assist with coordination of care, and help Members and their families understand and make informed decisions about treatment options. All Care Managers hired by the Contractor must be located within the State of Mississippi. Care Managers must have appropriate skills and training to engage with Members of different acuity levels, including training and experience in healthcare delivery, health education and coaching, supporting access to needed resources, and assisting in adherence to treatment plans. Care Managers must additionally receive Cultural Competency training. The Contractor must submit its Care Management hiring and development plan as part of its Care Management System bid, within sixty (60) calendar days after the award of the contract.

2.3.6.5 Care Management Duties and Services

Member information shall be maintained by the Contractor and accessible twenty-four (24) hours per day, seven (7) days per week by members of the Care Management Team.

The Contractor shall develop and maintain policies and procedures to ensure beneficiary access to Care Management service and at a minimum:

1. The Contractor shall utilize claims data and authorization data to identify trends, gaps in care, and provide DOM with a report or recommendations on how to address identified issues.
2. Assignment to a Care Management team: The Contractor must assign a point of contact for each Member, and that point of contact must be a member of the Member's Care Management team;
3. Provide access to Beneficiary Services call center via dedicated toll-free phone number;

4. Make contact with the beneficiary at least once during every thirty (30) calendar day period generally. If the beneficiary cannot be reached, at least four (4) attempts to contact the beneficiary must be documented,
5. Make contact with the beneficiary within the first forty-eight (48) hours following inpatient discharge or major health status change (contact may be provided face-to-face or via telephone). If the beneficiary cannot be reached, at least four (4) attempts to contact the beneficiary must be documented;
6. Assist with care coordination and access to primary care, inpatient services, Behavioral Health/Substance Use Disorder Services, preventive and specialty care, as needed;
7. Coordinate discharge planning and follow-up to care post inpatient discharge, including but not limited to ensuring that follow-up medical visits are scheduled, needed medications are ordered and procured, and assisting the beneficiary in securing transportation to follow-up visits as needed;
8. Coordinate with other health and social programs and provide beneficiaries with information about community-based, free care initiatives and support groups;
9. Assist the beneficiary when the beneficiary requests assistance to identify providers, and respond to Beneficiary clinical care decision inquiries in a manner that promotes Beneficiary self-direction and involvement;
10. Assist with appointment scheduling when necessary;
11. Provide information about the availability of services and access to those services;
12. Work with beneficiaries, providers, and other Contractors to ensure continuity of care; and
13. Monitor and follow up with beneficiaries and providers, which may include regular mailings, newsletters, or face-to-face meetings, as appropriate.
14. The Contractor is required to inform that Primary Care Providers of referrals made about their patients so that the provider can document the referrals in their own records.
15. Care Managers are required to use closed-loop referrals for all referrals made for Members, using the warm handoff method when possible, meaning that the referral will be made through connecting the Member directly to the entity in receipt of the referral, no matter if that is a health care provider or a state or community-based organization. If a referral is made for a Member, the Care Manager must follow-up with the Member about that referral within seven (7) calendar days of the referral. When the referral is made, the Care Manager must discuss any challenges in utilizing the referral with the Member and work to resolve any issues the Member may have in accessing the referral. At follow-up, the Care Manager must determine why the referral was not utilized and assist the Member in utilizing the referral. The Contractor will report on the number and type of referrals made, warm handoffs made, follow ups, and number of referrals completed by Members quarterly.

2.4 Administrative Requirements

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

The Contractor must have sufficient physical, technological, and financial resources to conduct UM/QIO services that meet the requirements of this IFB.

2.4.1 Base of Operations

The Contractor, its staff assigned to service this Contract, and any subcontractors must not be located outside of the United States.

The Contractor shall maintain an office location within Hinds, Madison, or Rankin County.

The Office shall include at least one (1) statewide toll-free telephone number for receipt of medical and behavioral health authorization requests and a separate statewide toll-free telephone number for inpatient hospital medical/surgical services. The numbers shall be answered by live operators located at the office location within Hinds, Madison, or Rankin County at minimum Monday through Friday, 8:00 a.m. to 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. Calls placed during hours that the office 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 office is not required by DOM to be open to any office 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 shall propose an alternate protocol for non-English speaking or non-verbal beneficiaries subject to approval by DOM.

The Project Manager, Assistant Project Manager, Medical Director, Education Manager; shall conduct UM/QIO business and be physically located within the office location.

The Contractor shall maintain a sufficient percentage of clinical review staff in the designated office location. The Contractor must receive DOM approval to allow staff to work from a remote location. DOM reserves the right to approve or disapprove the number of clinical review staff allowed to work from a remote location. In the event DOM identifies deficiencies in service or timeliness standards, DOM has the authority to request additional staffing at no cost to DOM to perform the functions detailed in this IFB.

DOM must prior approve any changes to the Contractor office location or when any of the Contractor Contractual obligations will be performed at a different site other than the designated office location.

2.4.2 Teleworking

The Contractor shall have established security protocols in place for Teleworking. Requests by agents of the Contractor to Telework must be prior approved by DOM. The Contractor shall develop a Teleworking Plan that addresses the following:

1. Accessing and storing protected health information (PHI) from a remote environment,
2. Use of multi-factor authentication (MFA),
3. Requirements for securing home Wi-Fi networks, and
4. Monitoring plan for compliance with all HIPAA and Security related requirements.

2.4.3 Staffing Requirements

2.4.3.1 General Requirements

The Contractor shall provide sufficient clinical, administrative, and organizational staff to implement the provisions and requirements of the Contract and for fulfillment of the Contractual obligations.

The Contractor must demonstrate the ability to secure and retain qualified professional, administrative, and clerical staff. The Contractor shall submit a staffing plan to DOM for approval. The Contractor is solely responsible for ensuring that the staffing plan includes sufficient minimum level qualifications to ensure employment of qualified staff. DOM reserves the right to approve all Key Personnel assigned to this Contract prior to the assignment being effective.

At award, the Contractor must provide an updated Organizational Chart and Staffing Plan that identifies each staff person assigned to this Contract and update this Chart and Staffing Plan when there are changes in Key Personnel. The Contractor must be responsible for the administration and management of all aspects of the Contract and the performance of all covenants, conditions, and obligations imposed upon the Contractor pursuant to this Contract. No delegation of responsibility, whether by Subcontract or otherwise, will terminate or limit in any way the liability of the Contractor to DOM for the full performance of this Contract.

The Contractor must have, at a minimum, the following personnel with comparable qualifications, as listed below, employed within ninety (90) days after the award of this Contract.

Certain positions listed below are required to be located in the State of Mississippi. Should the Contractor wish to fill a position with an individual located outside of the state, any such request requires written approval by DOM.

For the purposes of this section, “full-time” employment is considered at least forty (40) work hours per week and/or 2,080 work hours per year. Anything less is considered “part-time.” Employees designated

herein as “full-time” must be hired with that work commitment expectation. Any other employees may be hired as full-time or part-time, at the Contractor’s discretion.

The Contractor shall make its staff available to meet with DOM staff on a schedule, as agreed to by DOM and the Contractor, to review reports and all other obligations under the resulting Contract as requested by DOM. The Contractor shall meet in person with DOM staff, at least monthly, and as required by DOM, to discuss the status of the resulting Contract, Contractor performance, benefits to DOM, necessary revisions, reviews, reports, and planning. The Contractor shall submit to DOM meeting minutes within three (3) business days following the meeting with DOM staff.

The Contractor shall ensure that all staff has the training, education, experience, and orientation to conduct activities under the Contract resulting from the IFB. At a minimum, the Contractor shall:

1. Ensure that all physician reviewers meet qualifications required in State and federal regulations and are licensed in the state of Mississippi.
2. Provide all key personnel and other supervisory staff with project management training.
3. Provide staff with intensive training on procedures, medical necessity criteria, and DOM policies.
4. Ensure that staff is knowledgeable of Mississippi Medicaid and other State health care programs, and related federal and State laws and regulations.

The Contractor must notify DOM in writing within five (5) business days of any temporary or permanent changes to personnel commitments made in the Contractor’s bid or DOM approved staffing plan.

The Contractor shall provide DOM with its staff “turn-over” rates at the request of DOM. In the event DOM determines the Contractor’s staff or staffing levels are not sufficient to properly complete the services specified in the IFB and the resulting Contract, it shall advise the Contractor in writing. The Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies.

2.4.3.2 Key Personnel

Key Personnel are defined in **Section 2.4.3.3.**, Key Personnel Position Descriptions, below. DOM must approve individuals assigned to Key Personnel positions prior to assignment. DOM reserves the right to approve additional key positions as needed. Approvals must be submitted to DOM no later than fifteen (15) business days before the replacement’s start date.

Key Personnel positions cannot be vacant for more than ninety (90) calendar days. The Contractor must notify DOM within five (5) business days of learning that any key position is vacant or anticipated to be vacant within the next thirty (30) calendar days.

Prior to diverting any of the specified Key Personnel for any reason, the Contractor must notify DOM in writing and must submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the delivery of covered services. These changes are to be reported when individuals either leave or are added to these positions.

In the event that a person serving as Key Personnel is found unacceptable by DOM based on performance of duties and deliverables, the Contractor is required to replace that individual with a different individual who meets the required qualifications, can perform the required duties, and will comply with all contract requirements and deliverables.

DOM reserves the right to impose liquidated damages and any other available remedies in the following instances:

1. If any Key Personnel position remains vacant for greater than 90 calendar days.
2. If a Key Personnel position is filled without DOM approval.
3. Failure to conform with the stated staffing requirements for any reason, in any way.

2.4.3.3 Key Personnel Positions Descriptions

The Contractor must maintain the following Key Personnel to perform the required tasks within performance standards, as stated below. At a minimum, the Contractor must employ all Key Personnel by sixty (60) days prior to operation start date.

1. **Project Manager:** A professional wholly dedicated to this project who shall have day-to-day authority to manage the UM/QIO Program and is responsible for overseeing the implementation of the Contract requirements. The Project Manager must possess knowledge of Medicaid programs with relevant experience navigating similar complex projects with minimum experience of seven (7) years managing and/or working with Medicaid, government health plans, or authorization programs is required. The Project Manager shall be available to DOM during regular business hours of DOM operation.
2. **Assistant Project Manager:** A professional wholly dedicated to this contract who will assist in overseeing all functions related to the UM/QIO Program, with minimum experience of five (5) years managing and/or working with Medicaid, government health plans, or authorization programs is required.
3. **Medical Director:** A Mississippi-licensed physician employed on a full-time basis to serve as the Medical Director, responsible for all clinical oversight of the UM/QIO program. An administrative medical license is not sufficient for the Medical Director position. The Medical Director shall be available for consultation on referrals, denials, Complaints, Grievances, and Appeals; review potential quality of care problems, and participate in the development and implementation of corrective action plans. The Medical Director shall not be an active Medicaid provider.
4. **Behavioral Health Director:** A Mississippi-licensed physician to serve as the Behavioral Medical Director, who shall report to the Contractor's Medical Director, and who is responsible for clinical oversight of the Behavioral Health aspects of the UM/QIO program. The Behavioral Health Director shall be available for consultation on referrals, denials, Complaints, Grievances, and Appeals; review potential quality of care problems, and participate in the development and implementation of corrective action plans. The Behavioral Health Director shall not be an active Medicaid provider.

5. Dental Director: A Mississippi-licensed dentist to serve as the Dental Director, who shall report to the Contractor's Medical Director, and who is responsible for applicable clinical oversight of the Dental aspects of the UM/QIO program. The Dental Director shall be available for consultation on referrals, denials, Complaints, Grievances, and Appeals; review potential quality of care problems, and participate in the development and implementation of corrective action plans. The Dental Director shall not be an active Medicaid provider.
6. Pharmacy Director: A Mississippi-licensed Pharmacist to serve as the Pharmacy Director, who shall report to the Contractor's Medical Director, and who is responsible for applicable clinical oversight of the UM/QIO program. The Pharmacy Director shall be available for consultation on referrals, denials, Complaints, Grievances, and Appeals; review potential quality of care problems, and participate in the development and implementation of corrective action plans. The Pharmacy Director shall not be an active Medicaid provider.
7. Quality Director: A Mississippi-licensed physician employed on a full-time basis to serve as the wholly dedicated Quality Director, who will act as a clinical liaison for quality management and improvement activities for the FFS and MississippiCAN programs, located at the DOM Central office and shall work during normal business hours of DOM. The Onsite Quality Director shall have minimum experience of three (3) years managing and/or working with Medicaid, government health plans, or authorization programs is required. The Quality Director shall not be an active Medicaid Provider.
8. Education Manager: A professional wholly dedicated Education Manager, with minimum experience of three (3) years managing and/or working with Medicaid, government health plans, or authorization programs is required.
9. Information Systems Manager: A professional to serve as an Information Systems Manager, with minimum experience of five (5) years overseeing information technology and systems operations, including submission of accurate and timely data is required.

The Contractor shall notify DOM in writing of any key staff resignations, dismissals, or personnel changes within two (2) business days of the occurrence. Should any key position become vacant, the Contractor must notify DOM immediately and provide information on the replacement within ten (10) business days. DOM shall have the right to participate in the selection process and approve or disapprove the hiring of any key staff positions.

2.5 Systems Requirements

2.5.1 General Requirements

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

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

Any IT solution proposed in response to this IFB shall comply with the State of Mississippi's Enterprise Security Policy and the HIPAA Privacy and Security Rules. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this IFB and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. The Enterprise Security Policy is available at <https://www.sos.ms.gov/adminsearch/ACCcode/00000312c.pdf>.

The HIPAA Privacy & Security Rules can be found at 45 CFR Parts 160 and 164. Upon award, the Contractor shall include a copy of their current Security Plan/Strategy. Due to the amount of Personal Protected Health Information handled by DOM, security is of the utmost importance. Bidder's Security Plan should specifically describe how the Bidder will ensure the security of DOM data, how they will keep abreast of current security threats, and assure ongoing security precautions are kept current. The Bidder shall provide a plan for how ongoing compliance with the State of Mississippi's Enterprise Security Policy and the HIPAA Privacy and Security Rules will be maintained. All plans are subject to DOM approval.

The Contractor shall comply with all applicable federal requirements and regulations regarding electronic exchange of healthcare data for the life of the contract, including but not limited to requirements regarding interoperability and prior authorization, and have the capacity to implement a standards-based API.

2.5.2 Management Information System Objectives

1. The Contractor shall use available industry technologies to reduce inefficiencies and errors in UM processes and activities. Such technologies shall include automated review of some prior authorization requests, "smart" electronic and web-based request submission technologies to reduce technical denials due to incomplete submissions, and other such technology that allows for easier communication with providers.
2. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. The Contractor must make all collected data available to the Division, to CMS, to the Mississippi Insurance Department, and to any other oversight agency of the Division.
3. The Contractor is required to send data to DOM in formats adhering to the standards required by the state and federal government including, but not limited to, Health Level 7 Fast Healthcare Interoperability Resources (HL7 – FHIR), Application Programming Interface (API) and United States Core Data for Interoperability (USCDI) on a regular basis. "Regular basis" shall be further defined by

DOM; however, it should be assumed that “regular basis” will be at a minimum of once per day depending on data type and source. The Contractor is required to maintain data transmission and formatting compliance based on state and federal regulations that may be updated by the state and/or federal government during the contract period.

4. Regarding access and authorization for DOM users of any web-based systems provisioned by the Contractor, the Contractor is required to support federation with DOM’s identity and access management service, Azure Active Directory (AAD). OAuth 2.0, SAML and OIDC are supported.
5. The Contractor will be able to integrate with any future DOM Government-to-Constituent (G2C) CIAM with Federation.
6. The Contractor shall ensure that its data concepts and systems are capable of reporting multiple detailed data sets in structured and unstructured formats. The Contractor shall ensure all data is accurate and complete.
7. The Contractor shall provide to DOM access to all clinical data that is captured by providers and transmitted to the Contractor. Clinical data includes but is not limited to diagnoses, procedures, medications, immunizations, allergies, smoking status, BMI, vitals, visit notes, radiology orders, tests ordered, and results received for general labs and pathology labs. Clinical data shall be provided to DOM the standards stated herein. When requested, clinical data shall be provided to DOM in a format determined by DOM.
8. The Contractor shall work with the Systems Work Group to define a mutual statement of work and schedule to implement software and hardware routing solutions required for the successful delivery of all available data) from the Contractor’s systems to DOM in accordance with state and federal standards which currently include: the Health Level 7 Fast Healthcare Interoperability Resources (HL7 – FHIR), Application Programming Interface (API) and United States Core Data for Interoperability (USCDI) standards, as necessary.
9. To facilitate improved interoperability, the Contractor shall participate in a statewide and a regional Health Information Exchange (HIE) at no additional cost to the Division.
10. DOM seeks to manage costs and minimize the administrative burden on providers by requiring the Contractor to establish and maintain:
 - a. A Management Information System (MIS) that can successfully integrate with the Medicaid Enterprise System Assistance (MESA) and other Medicaid contractors; and
 - b. A web-based data system that will allow for efficiencies and increases in administrative ease and supports a seamless transition for Medicaid providers that will have to use the system.
11. Many authorization requests are now submitted either through the current contracted UM/QIO’s Web portal or the DOM Provider Web Portal. Electronic submission has helped to make the UM process more efficient, and Contractor is required to take full advantage of industry technologies to institute sound, consistent, electronic, and automated UM policies and processes.

2.5.3 Data Exchange

1. DOM maintains MESA that contains recipient and provider information, including benefit plans and claims data. The Contractor shall be able to receive data and other information necessary to maintain all necessary prior authorization systems, from DOM or its designee daily.
2. The Contractor shall have the capability to receive recipient eligibility data that includes Medicaid eligibility and Medicare Part A and Part B eligibility segment data.
3. The Contractor shall have the capability to identify review requests for Medicaid recipients that have reached Medicaid service limits and beneficiaries that have Medicare and ensure that the Medicare benefit has been exhausted for the service requested.
4. The Contractor shall be responsible for verifying the beneficiary's eligibility for Medicaid, including requests for prior authorization that are processed through the Contractor's automated rules system.
5. The Contractor shall have the capability to receive and store eligibility, provider, and MESA claims data including FFS and CCO encounter data from DOM's fiscal agent. The Contractor shall work with the fiscal agent on any necessary interface changes at no additional cost to DOM.
6. The Contractor shall become knowledgeable of the field definitions related to the data being sent from DOM and/or its agents. The Contractor shall develop systems to allow simple additions or modifications of the data received.
7. The Contractor shall interface with DOM's fiscal agent in order to generate a Treatment Authorization Number (TAN). The Contractor shall transmit TANs to DOM's MESA with the result of the authorization request using a mutually agreed upon transfer method via a proprietary format.
8. The Contractor shall have the ability to report the review status of an authorization request, the result of the authorization request, and the reason for the denial if the authorization request was denied.
9. The Contractor shall have the capability to transmit all data from their systems or database to DOM or to a third party designated by DOM to receive the data.

2.5.4 Web-Based Prior Authorization System

1. The Contractor shall establish, during the Implementation Period, a web-based, electronic review request system accessible to providers and DOM staff no less than thirty (30) calendar days prior to Operations Start Date, through which providers may submit requests and view determinations. The Contractor shall also have the capability to accept supporting documentation for prior authorization requests via facsimile transmission, via electronic upload through the web-based system or via a secure email solution that meets DOM's security requirements.
2. The Web-based, electronic review request system for Prior Authorization and prepayment review must allow for data input by the submitting providers. The Contractor's system shall have the capability for an automated criteria/rules-based certification system. The Contractor shall manually review each Prior Authorization and prepayment review request received that is not certified by the

Contractor's rules-based system, along with any required supporting documentation to support the need for services.

3. The Contractor's system shall also have the capability to accept Prior Authorization request and supporting documentation submitted through web portals other than the one established by the Contractor.
4. The Contractor shall participate in a statewide and a regional Health Information Exchange (HIE) and become a member of the organization at no additional cost to DOM.
5. The Contractor's web-based, electronic review request system shall include the ability for authorized users to access the web-based, electronic review request system via a secured login.
6. The Contractor shall establish a protocol to assign user logons and passwords upon receipt of necessary documentation, to verify that the user is authorized to view beneficiary information. The Contractor shall be responsible for password resets associated with the Contractor's web-based system.
7. The Contractor shall include in the web-based, electronic review request system the ability for users to view and securely download all data, analytics, or reports that are specific to the user defined by the user's profile and security access.
8. Contractor's Web-based, electronic review request system shall have the ability to receive Prior Authorization requests from Providers using a HIPAA ASC X12 278 Transaction, for the services where electronic submission is required. The Contractor shall have the capability to assign a unique tracking number to each review record. The Contractor's Web-based, electronic review request system shall have the ability to send and receive HIPAA-compliant Personally Identifiable Information (PII) and Protected Health Information (PHI) transactions for Prior Authorization requests requiring attachments.
9. The Contractor's web-based system shall support provider submission of proof that the Medicare benefits for the given service have been exhausted for the benefit period. The Contractor's systems will allow entry of the Medicaid utilization request, if the provider supplies the information that the Medicare benefits are exhausted.
10. The Contractor shall create a "smart" electronic authorization request form, customized for each service that requires authorization. The form must be standardized for all Contractors and must be prior approved by DOM. The Contractor shall design this form so that it reduces the chances of technical denials due to incorrect or missing information.
11. The Contractor shall provide access and training to Providers and DOM staff in the use of the web-based system and the equipment required for DOM online access to the web-based system. DOM staff shall be given read-only access to the Contractor's web-based system for the purpose of monitoring the utilization management program (at no additional cost to DOM.)

2.5.5 Data Repository Creation and Maintenance

1. The Contractor shall develop and maintain data repository necessary to support the UM processes and activities in any resulting Contract. The data repository and data developed because of this IFB and the resulting Contract are the property of DOM.
2. The Contractor is responsible for maintaining a comprehensive data repository that provides the status of all review activity. The data repository should include historical data from an existing peer review data repository, which will be provided by DOM.
3. The data repository shall be updated with all activity, at a minimum daily. The data repository must include all review elements and provider and recipient service information. The data elements shall be approved by DOM. The Contractor shall maintain a process by which the dates, history, and steps of each submitted authorization request are kept.
4. The Contractor shall provide DOM with direct read-only access to its data repository. The Contractor shall provide training in the use of the database for DOM online access to the data repository. DOM staff shall be given access to the Contractor's data repository for the purpose of monitoring the UM/QIO programs (at no additional cost to DOM.)
5. Upon DOM's request, the Contractor shall make data samples, in a format prescribed by DOM, available to DOM or its designee for ad hoc reporting, program monitoring, and quality assurance activities by DOM. Criteria for inclusion in any data sample requested will be provided by DOM. The data sample may include elements previously sent from DOM or its designee and data collected by the Contractor.

2.5.6 Other Systems Requirements

1. The Contractor shall have facsimile and scanning capability, secure internet mail capability, and provide DOM online access to the Contractor databases, reports, and other information related to the program at no cost to DOM.
2. The Contractor shall have the capability to provide electronic imaging and storage of all supporting review documentation.
3. The Contractor shall also have the technical capability to provide accessibility through an enhanced Internet security communications system and an adequate number of phone and fax lines to interface with the Medicaid fiscal agent, MESA, DOM, and providers. Accessibility shall be centralized, with no change in Internet address, telephone, or facsimile numbers for the duration of the resulting Contract period.
4. The Contractor shall fully comply with all HIPAA requirements and shall maintain compliance with federal HIPAA requirements throughout the term of the contract at no additional cost to DOM.
5. The Contractor shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

6. The Contractor shall ensure that only authorized personnel can process transactions or access recipient information. The Contractor shall provide administrative support through a browser based administrative terminal that conforms to DOM security protocols.
7. The Contractor shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this program. The Contractor shall maintain enough qualified MIS and technical staff to continue operation of the Contractor's system, provide prompt, on-going system support and accurate data access to DOM and its authorized agents and service providers.

2.5.7 System Modifications

1. The Contractor shall have the capability to maintain, upgrade, and modify the web-based prior authorization system as specified by DOM on an ongoing basis, at no additional charge direct or indirect to DOM.
2. When the Contractor needs to upgrade or make changes to any part of the web-based system that will affect a provider's ability to submit authorization requests or review status reports, the changes must be scheduled to occur after 10:00 p.m., Central Time, and before 6:00 a.m., Central Time, unless a different time is agreed upon by DOM. DOM and providers must be notified by e-mail twelve (12) hours prior to any scheduled maintenance. Scheduled downtime must be approved in writing by DOM.
3. DOM may request system changes or modifications not otherwise specified or required in this IFB on an as needed basis. If changes or modification requested by DOM require additional staff commitment beyond that which is proposed by the Contractor in response to this IFB, DOM would allow the Contractor thirty (30) calendar days to provide a cost analysis of the changes and a timeline for completing the changes. If the Contractor's response is accepted by DOM, the change or modification shall be reduced to writing in an amendment to the resulting Contract.
4. The DOM Contract Manager, or the DOM Contract Manager's designee, will serve as the single point of contact to prioritize systems changes.

2.6 Reporting Requirements

The Contractor is responsible for complying with the reporting requirements set forth in this IFB and for validating the accuracy, completeness, and timely submission of each report. The Contractor shall provide such additional data and reports as may be requested by the DOM. Report format will be decided upon by DOM and the Contractor during the Implementation Phase. All reports shall be submitted to DOM in an electronic format using a secure file transfer protocol (SFTP) agreed upon by DOM during the Implementation Phase. The Contractor shall schedule routine meetings with DOM subject matter experts to determine report parameters and report template design. All reports must be submitted in formats and with details and specifics as determined by DOM.

DOM reserves the right to modify the form, content, instructions, and timetables for the collection and reporting of data. DOM will provide the Contractor with written notice of all changes. Modifications by the Contractor will be completed and effective within sixty (60) calendar days from the date on the written notice provided to the Contractor, unless otherwise approved by DOM. Minor modifications, such

as to clarify an instruction, add additional lines to a template, or correcting a formatting issue, are not considered substantive and will be promulgated as needed by DOM and are effective immediately.

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, result in the assessment of liquidated damages or other compliance remedies as specified in this IFB.

1. Deliverable reports shall be submitted to DOM by the fifth (5th) business day of the month following the report month/quarter in which they are due unless otherwise agreed to in writing by DOM
2. Reports defined and approved by DOM to be generated by the Contractor shall meet all applicable State and federal reporting requirements. The needs of DOM and other appropriate agencies for planning, monitoring, and evaluation shall be considered when developing report formats and compiling data. Reports to be generated shall be agreed upon during the Contract Implementation Phase and shall include but not be limited to those listed below.

Table 2.6: Required Monthly Reports

Monthly Report	Description
Administrative Project Summary	Includes operational priorities, outstanding issues, staffing, volume, review volume, phone activity, and Contractor calendar of events
Authorization Dashboard Report	Includes review volume for each program/service by: <ul style="list-style-type: none"> • Review status (approve, pending, tech denial, and medical necessity denial) • Count of reviews received per submission method (phone, fax, mail, web-portal)
Authorization, Continued Stay Workload, and Timeliness Detailed and Summary	Report should be provided per Review Type
Retrospective Workload and Timeliness Detailed and Summary	Report should be provided per Review Type
Reconsideration, Outcome, and Timeliness Summary	Report should be provided per Review Type
Approval, Approved Less Than Requested, Denial, and Technical Denial Rates	Report should include the following categories: <ul style="list-style-type: none"> • Review Type • Provider Type or Taxonomy
Physician Referral Rates	Report should include the following categories: <ul style="list-style-type: none"> • Review Type • Provider Type or Taxonomy
Average Days Certified	Report should include the following categories: <ul style="list-style-type: none"> • Principal Diagnosis • Age • Provider Type or Taxonomy

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Care Management Report of Activity and Contact	Includes: <ul style="list-style-type: none"> • Number of contacts made, and mode and methods of contact, categorized by population type • Referrals made, including organizations to which individuals were referred and details about warm handoffs and closed loops • Number of contacts that failed and demonstration of effort to contact hard-to-reach beneficiaries
Monthly Cost Incurred for MSCAN Reviews	Itemized report detailing the cost associated with each MSCAN Review Activity
Gold Card Program	Should a Gold Card Program be implemented, the Contractor shall provide DOM with a deliverable report of Gold Card Program Providers that includes a status of each provider's post utilization review results.
Quality of Care Review	A report of quality of care reviews that includes concerns by service, type of deficiency, provider, and severity level.
Internal Quality Control Reviews	A report of the findings of internal quality control reviews, including a status report for all CAPs initiated during the month as well as those still outstanding from previous months.

Additionally, on a quarterly basis, the Contractor must provide the following by the fifth (5th) business day of the month following the report period.:

- Report of All Activity Relating to Provider Non-Compliance.
 - Report of quality initiatives the Quality Director is facilitating with the CCOs
3. The Contractor shall provide an in-depth analysis of each review responsibility in one aggregate state fiscal year (July - June) annual report that is due to DOM by September 30th of each year. At a minimum, each report must include:
- a. Executive Summary;
 - b. Accomplishments;
 - c. Significant organizational changes/staffing issues;
 - d. Provider Seminars;
 - e. Provider Concerns;
 - f. Patterns and trends, quarterly and cumulative;
 - g. Estimated savings, if applicable;
 - h. Assessment of the impact of the UM/QIO program by each individual provider type including summary of authorization requests and outcomes;
 - i. Policy recommendations that improve the utilization of Medicaid services, improve provider performance, improve the quality of services, and/or reduce the cost of Medicaid services;

- j. Cumulative summary of all reports/Contract deliverables including a description of how the Contractor met required time frames; and
 - k. A comprehensive quality of care review summary that includes provider comparison details for the current review period.
4. The Contractor shall provide ad hoc reports on an as needed basis. All ad hoc reports are to be provided at no additional charge to DOM.

2.7 Quality Improvement Organization Requirements

The Contractor is responsible for meeting the requirements of 42 CFR 456 et. seq., related to utilization controls for Medicaid services. DOM is dedicated to ensuring that Medicaid beneficiaries receive the highest quality health care. The Contractor shall develop, maintain, and implement a quality improvement program and internal quality control procedures that allow for ongoing review. The Contractor shall provide DOM with a Quality Improvement Program manual, that outlines the program structure and accountability, sixty (60) calendar days prior to the Operational Start Date for DOM review and approval. The Contractor must maintain their QIO status under contract with the Centers for Medicaid and Medicare Services (CMS) or as a CMS designated QIO-like entity for the length of the Contract with DOM.

2.7.1 Quality Improvement Program

2.7.1.1 All Patient Refined Diagnosis Related Groups (APR-DRG) Validation

APR-DRG validation is a review of the inpatient hospital prospective payment system in which the QIO validates the APR-DRG assignments are based on the correct diagnosis and procedural information.

- 1. The Contractor must develop, implement, and conduct retrospective utilization reviews of Medicaid hospital inpatient services using a sample agreed upon by both parties of Medicaid FFS inpatient hospital paid claims. This information must be shared with DOM as a deliverable report in a format to be agreed upon by both parties during implementation.
- 2. The Contractor shall have the capability to establish procedures and employ the qualified staff necessary for validating the APR-DRG assignment. The APR-DRG validation process must include but is not limited to:
 - a. Whether the services were reasonable and medically necessary for the diagnosis and treatment of illness or injury.
 - b. Whether the services furnished on an inpatient basis could, consistent with the provisions of appropriate medical care, been more effectively furnished more economically on an outpatient basis or in an inpatient health care facility of a different type.
 - c. The validity of the diagnostic and procedural information supplied by the hospital.
 - d. The completeness, adequacy and quality of hospital care provided.
 - e. The medical necessity, reasonableness and appropriateness of the inpatient admissions and discharges.
 - f. The medical necessity, reasonableness, and appropriateness of the inpatient care for which additional outlier payments are made.

- g. Whether a hospital has misrepresented admission or discharge information or has taken an action that results in (1) Unnecessary multiple admission of an individual or (2) Other inappropriate medical or other practices with respect to beneficiaries or billing for services furnished to beneficiaries.
3. The QIO must examine the facility records to fulfill the purpose of section A. above. The results of the initial finding(s) determination must be communicated in writing to the provider within ten (5) business days of the finding. The content of the notice must be written in a clear and concise manner, to include, but not be limited to:
 - a. A statement concerning the duties of and functions of the QIO,
 - b. The reason for the initial finding(s) due to the APR-DRG validation,
 - c. For outlier hospital payments, the date on which the stay or services in the facility will not be approved as being reasonable and medically necessary or appropriate to the beneficiary needs,
 - d. A statement informing the provider of the right to request an appeal, and
 - e. The location for filing a request for reconsideration or review and the timeframe which a request must be filed.

2.7.1.2 Quality of Care Reviews

Quality of care reviews monitor care rendered to Medicaid beneficiaries and include review of member medical records to assess whether the quality of care provided meets national standards of care, the services performed are reasonable and medically necessary, and do not put the patient at risk of unnecessary injury, disease, or death.

The Contractor shall develop and implement a cost-effective, post-utilization quality of care review system which identifies and categorizes quality of care concerns by service, type of deficiency, provider, and severity level, that shall be approved by DOM. The Contractor shall determine the relationship between quality of care concerns, deficiencies, and adverse patient outcomes; to determine the source of quality concerns and deficiencies; and to identify providers who are providing care that does not meet national standards of care. When it is determined that unacceptable or poor quality of care is being provided to Medicaid members, the Contractor shall recommend corrective action. All provider requests for corrective action must be reviewed and approved by DOM in a separate quality focused monthly meeting. At a minimum, the Contractor's Medical Director, Quality Director, and Project Manager shall participate in the quality focused monthly meeting with DOM. The Contractor's Quality Director shall facilitate meetings with the CCOs to coordinate quality initiative efforts across delivery systems.

The Contractor's quality of care review process shall include but is not limited to:

1. Procedures to notify providers of a quality of care record review request that includes instructions and timeframes for submission of the requested information;
2. Recommended clinical performance measures, benchmarks, and targets that are based on evidence-based treatment guidelines; these measures need to be measurable using claims and/or medical record reviews;
3. Procedures for quality-of-care concerns to be reviewed and confirmed by a physician licensed in the state of Mississippi and of the same specialty as the treating physician;

4. The Contractor shall perform monthly quality of care reviews on a minimum three (3) percent sample, comprised from all services/programs, of all authorizations and reviews performed by the Contractor, unless otherwise instructed in writing by DOM;
5. A process to ensure the coordination of and transition of care needs are identified and provided to beneficiaries;
6. A process to ensure compliance with standards as required by contract, regulatory statutes and accreditation agencies;
7. Establish a process to retrieve medical records for analysis, or survey beneficiaries about their outcomes;
8. Procedures to provide a surveillance system to identify quality of care issues during the first level reviews for each type of review performed by the Contractor, unless otherwise approved in writing by DOM;
9. Take actions to improve provider performance.
10. Procedures and processes for providing education to providers who demonstrate aberrant practice patterns or have quality of care issues, and applying and monitoring interventions for those practices; and
11. Procedures for communicating the problems and intervention methods to proper parties.
12. The Contractor must provide the following quality of care reports to DOM by the fifth (5th) business day of the month following the report period.
 - a. A monthly deliverable report, of quality of care reviews that includes concerns by service, type of deficiency, provider, and severity level;
 - b. A quarterly deliverable report of quality initiatives the Quality Director is facilitating with the CCOs;
 - c. A comprehensive quality of care review summary to be included in the Contractor's Annual Report that includes provider comparison details for the current review period.

2.7.2 Internal Quality Controls

1. The Contractor shall be responsible for establishing and maintaining internal quality controls for the responsibilities specified in this contract. The Contractor shall be responsible for implementation of an approved plan that shall become effective not later than thirty (30) calendar days following execution of this contract. The plan must describe the orientation of new employees, ongoing training of employees, and monitoring of all activities. The Contractor must establish a method for assuring inter-rater reliability (IRR) to ensure consistent findings between reviewers.
2. The Contractor must develop and maintain an internal quality control program that will, at a minimum:

- a. Monitor the quality and accuracy of the Contractor's own work;
 - b. Provide specific orientation, training and monitoring of:
 - i. knowledge and appropriate application of review criteria,
 - ii. knowledge and application of Medicaid policy as defined in the MS Administrative Code, Title 23,
 - iii. understanding and adherence to the entire review process with required time frames, and
 - iv. data collection requirements;
 - c. Monitor one (1) percent or ten (10) medical records (whichever is greater) per employee per month (including work performed by physician advisors and temporary staff); and
 - d. Monitor the development of Corrective Action Plans (CAPs) with appropriate follow through and completion.
3. The Contractor must provide, at a minimum, a report of the findings of internal quality control reviews including a status report for all CAPs initiated during the month as well as those still outstanding from previous months. The deliverables are due the fifth (5th) business day of the month following the report period.

2.7.3 Records Retention and Access to Records

1. The Contractor must preserve and make available its records (all documentation regardless of review determination) for a period of five (5) years from the date of final payment under this contract, and for such period, if any, as it is required by applicable statute or by any other paragraph of this contract.
2. If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
3. Records which relate to appeals, litigation or the settlement of claims arising out of the performance of this agreement as to which exception has been taken by the Mississippi State Auditor, General Accounting Office (GAO), Department of Health and Human Services (DHHS), or any of their duly authorized representatives, shall be retained by the Contractor for a period of five (5) years from the date such appeals, litigations, claims or exceptions have been completed.
4. The Contractor shall agree to the following terms for access to records relating to the contract:
 - a. All medical records must be retained for a minimum of one (1) year at the Contractor's location. All other medical records must be made available and retrievable within three (3) business days for review at the request of DOM, unless a shorter time period is specified in writing.
 - b. Unless DOM specifies in writing a shorter period of time, the Contractor must preserve and make available all pertinent books, documents, papers, and records of the Contractor involving

transactions related to the contract for a period of five (5) years from the date of final payment under this contract.

- c. The Contractor must keep and make available records involving matters in litigation for five (5) years following the termination of litigation, including all appeals.
- d. The Contractor must agree that authorized federal, State, and DOM representatives shall have access to and the right to examine the items listed above during the contract period and during the five (5) year post contract period or until resolution. During the contract period, the access to these items will be provided at the Contractor's facility at all reasonable times at no cost to DOM or other authorized state and federal officials.
- e. The Contractor must document and maintain policies and procedures to ensure privacy in accordance with all HIPAA regulations as specified in DOM's Business Associate Agreement.
- f. The Contractor must accept full responsibility for record retention in accordance with state and federal regulations.
- g. The Contractor will provide DOM with a detailed plan for record retention upon implementation of the operations. Any changes or updates must be approved through DOM.

2.8 Implementation, Operations, and Turnover Plans

For the life of the Contract, the Contractor must submit by the due date any material required by the Contract. Unless otherwise stated herein, DOM shall give written notice to the Contractor, via fax, e-mail, overnight mail or through regular mail of the late material. The Contractor shall have 10 calendar days following receipt of the notice in which to cure the failure by submitting the complete and accurate material. If the material has not been submitted within the 10-calendar day period, DOM, without further notice, may assess liquidated damages and/or any other compliance remedy available to DOM.

2.8.1 Implementation Phase

The implementation phase encompasses those activities required to ensure a smooth transition from the incumbent to the successful Bidder. This will entail development of a series of DOM-approved plans and performance of activities preparatory to beginning the Contract operations in the next phase. The Implementation Phase will begin upon contract execution.

The Contractor shall create comprehensive work plans with DOM approval, prior to undertaking all facets of the development and implementation of the Contract. These plans may include Project Work Plan, Communications Strategy Plan, Staffing Plan, Risk Management Plan, Testing Plan, Implementation Plan, Transition Plan, and Corrective Action Plan. The work plans must be logical in sequence of events, including appropriate review time by DOM and sufficient detail for review. The plans must include a narrative that provides an overview of the approach that will result in fulfillment of Contractor responsibilities. It must encompass all activities necessary to assume operational responsibilities including identification of all key personnel listed in **Section 2.4.3**, Staffing Requirements, full staffing plan, and back-up and disaster recovery plans.

1. The Contractor shall submit a written report of program progress to DOM weekly. The progress report must 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. Any problem or issue that arises should be reported immediately to the DOM contract manager.
2. The Contractor will be required to adhere to the performance requirements of the Contract, as well as the requirements of any revisions in federal and State legislation or regulations that may be enacted or implemented during the period of performance of this Contract, that are directly applicable to the performance requirements of this Contract. Such requirements will become a part of this Contract effort through execution of a written Contract amendment.
3. No less than forty-five (45) calendar days prior to the Operations Start Date, DOM will initiate a Readiness Review of the Contractor. The Contractors shall demonstrate abilities to receive authorizations review requests and supporting information via telephone facsimile, mail, and web-based submissions from providers. After which, DOM may approve the Contractor for implementation. The Contractor must receive written DOM approval for all submission and demonstration requirements prior to the implementation date.
4. The Contractor must be fully capable and prepared to receive and process authorization review requests and supporting information via telephone facsimile, mail, and web-based submissions from providers no less than thirty (30) calendar days prior to Operations Start Date.
5. Final versions of any other plan, document, or other item required prior to the operationalization of the Contract must be submitted to DOM in the time and manner required by DOM.

2.8.2 Operations Phase

1. Upon commencing the operations phase, the Contractor must be fully capable and prepared to perform the responsibilities described in this IFB. The operations phase is scheduled to begin **February 1, 2024**.
2. The Contractor is subject to monitoring and evaluation by DOM as set forth in 42 C.F.R. Part 456 – Utilization Control. The Contractor will be required to adhere to the performance requirements of the Contract, as well as the requirements of any revisions in federal and State legislation or regulations that may be enacted or implemented during the period of performance of this Contract, that are directly applicable to the performance requirements of this Contract. Such requirements will become a part of this Contract effort through execution of a written Contract amendment.

2.8.3 Closeout and Turnover Phase

1. The Contractor must assist in turning over the responsibilities under this IFB to DOM or its designated agent and closing out the Contract. Upon receipt of notification of DOM's intent to transfer the Contract functions to DOM or another Contractor, the Contractor must provide a Closeout and Turnover Plan within thirty (30) calendar days from notification of intent to transfer. Timelines for turnover activities will be specified by DOM.

2. During this phase the Contractor shall prepare DOM or other applicable parties to take over the operations of those initiatives implemented under this Contract. The Contractor shall put procedures in place and provide training so that DOM sustains the ability to continue each initiative even after the project is completed and after expiration of the Contract. The Contractor shall provide detailed written documentation of all new procedures implemented and any system changes made during the Operations Phase. Failure to properly prepare DOM and provide written documentation will be cause for continued withholding of payment(s).
3. The Closeout and Turnover Plan shall include, but is not limited to, the following:
 - a. Proposed approach to turnover;
 - b. Tasks and subtasks for turnover;
 - c. Schedule for turnover;
 - d. Detailed chart depicting the Contractor's total operation; and
 - e. Transfer of Medicaid documents and case files to DOM or its designated agent.
4. Deliverables shall be produced in an organized manner according to reasonable and customary business standards as determined by DOM. 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 include but not limited to the following:
 - a. Closeout and Turnover Plan;
 - b. Detailed organizational chart;
 - c. All Medicaid documents and case files; and
 - d. Closeout and Turnover results report.

2.9 Contractor Payment

2.9.1 Implementation Price

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

2.9.2 Operations Price

The Contractor shall be paid monthly in accordance with the Contractor's bid price proposal which shall be a firm and fixed price, unless otherwise specified, for the period of the Contract. The Contract award will be based on the submitted price per year and the total amount payable under the Contract will not exceed the submitted price per year.

Payments will be based on submitted invoices and progress reports. Progress reports must provide a description to sufficiently support payment by DOM. The deliverable-based payments for this project will be made only upon DOM acceptance of the prescribed deliverables.

2.9.3 Turnover Price

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

2.9.4 Travel

All travel performed in conjunction with performing the responsibilities of this Contract shall not include any profit for the Contractor. Travel costs should be included in the operations costs as necessary.

2.9.5 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) 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) days following the notice. If payment is not made within thirty (30) days following notice, DOM may deduct the amount from the Contractor's monthly administrative invoice.

2.9.6 Release

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

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

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3. PROCUREMENT PROCESS

3.1 Approach

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

DOM shall ensure the fair and equitable treatment of all persons and Bidders in regard 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 365 calendar days after due date; and,
5. Acknowledgment of the detailed descriptions of the Mississippi Medicaid Program and the UM/QIO Contractor requirements.

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of DOM. Failure to comply with this provision may, 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, March 17, 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 no more than two (2) individuals' email addresses for the person(s) 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 seven (7) 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 reserves 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 will be posted to the DOM website at <http://www.medicaid.ms.gov/resources/procurement/> and the Mississippi Contract/Procurement Opportunity Search Portal website, https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False. 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 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 3.4.9** below;
7. The bid ultimately fails to meet the announced requirements of the State in some material aspect;
8. The bid price is clearly unreasonable based on DOM's assessment of the Contractor's anticipated level of effort necessary to perform the work;
9. The bid is not responsive, i.e., does not conform in all material respects to the IFB;
10. The supply or service item offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the IFB;
11. The Bidder does not comply with the Bid Submission Requirements as set forth in this IFB;

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. The withdrawal request must be 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. This Notice of Intent to Award is also made available to the public 48 hours prior to official award.

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

3.4.9 Responsible Contractor

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

3.4.10 Notification

All participating Bidders shall be notified of DOM's intent to award a contract as mentioned in **Section 3.4.8**. In addition, DOM shall identify the successful Bidder. Notice of award is also made available to the public 48 hours prior to official award.

3.5 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 DOMs 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

The header of each page should indicate the corresponding element to which the page is responsive. For instance, if the page is part of the Bidder's response to 2.1.1, General Utilization Management Requirements, the Header on that page should read: "2.1.1, General Utilization Management Requirements." Headers should be aligned with the right-hand margin of the page. Each page of the bid and all attachments shall be numbered and appear in the footer of each page, centered.

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.

The cover page for each subsection of the Bid must include the IFB#, the Attachment title, and the name of the Bidder. All information must be presented in the same order and format as described below. One combined PDF file should be uploaded in SharePoint with the file name: IFB #, BIDDER'S NAME, Utilization Management/Quality Improvement Organization.

Non-separation or co-mingling of PDF files may cause a Bid to be immediately rejected. At the end of each response to an element by the Bidder, the Bidder should type "[END OF RESPONSE]" and leave the remainder of the page blank, beginning the response to the next element on the next page. For instance, at the end of the Bidder's response to 2.1, Utilization Management Requirements, the Bidder should type [END OF RESPONSE] at the end of that page, then begin its answer for 2.2, Authorization Requirements, on the next page.

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 G – DHHS Certification Drug-Free Workplace,
5. Attachment H – Certification Debarment, Suspension, and Other Responsibility Matters, and
6. Attachment I – Ownership and Financial Disclosure Information
7. Amendment Acknowledgments (if applicable)
8. Appendix A – Financial Statements

Electronic files shall not be password protected and shall be capable of being copied to other media including Microsoft Word or Adobe Acrobat.

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 April 28, 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 shall be open to the public; however, this shall include opening, reading aloud, and listing the bid price on each bid only. No discussions shall be entered into with any Bidder as to the quality or provisions of the specifications and no award shall be made, either stated or implied at the bid opening.

3.7 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 and upon approval by PPRB, as required.

3.8 Protest of Solicitations or Awards

1. **Interested Party** means an actual or prospective 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 that 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.

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 at a minimum the following:

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

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 by 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 will 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, DOM 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, through with PPRB or through a court of competent jurisdiction.

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

3.9 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, DOM 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. DOM shall submit with the contract approval request, documentation signed by the Agency Head or his 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), of the PPRB Rules and Regulations.

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 DOM within three (3) business days following 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 must notify DOM and identify its attorney. DOM shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

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 DOM. 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. DOM's evaluation of significant weaknesses or deficiencies in the vendor's bid, or qualifications, if applicable;
2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. The overall ranking of all vendors, if any ranking was developed by DOM 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 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 4.0** 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 IFB are made a part of this IFB as if copied herein in words and figures.

4. 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 IFB and any amendments thereto, in their entirety; and
4. 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).

4.1.1 Conflict of Language, DOM’s Right to Clarify

In the event of a conflict in language 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 IFB, in its entirety, including any amendments thereto; and
4. Fourth, the Contractor’s IFB Bid and BAFO, if applicable.

If an issue is addressed in one (1) 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 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 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, Damages, and Retainage

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 fifteen (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 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

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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 liquidated damages and any other available remedies 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:

IFB Section Reference Number	IFB Requirement	Liquidated Damages
Section 1.5, Section 2.8.2	The Contractor must be operational no later than the agreed upon Operational Start Date. DOM will determine when the Contractor is operational based on the requirements in of this Contract.	Liquidated damages up to \$5,000 per calendar day of noncompliance, per service area for each day beyond the Operational Start Date that the Contractor is not operational, including all systems.
Section 2.6	Failure by Contractor to timely comply with reporting requirements set forth in the IFB.	Liquidated damages up to \$5,000 per calendar day for each incident of noncompliance
Section 2.7.3	The Contractor must grant timely access to records (as defined by the Secretary in regulations) upon reasonable request to any person (including an organization, agency, or other entity, but excluding a Member) or to the Inspector General of the Department of Health and Human Services for the purpose of audits, investigations, evaluations or other statutory functions of the Inspector General of the Department of Health and Human Services, DOM, or any other duly authorized representative.	In addition to any other penalties that may be prescribed by law, DOM may assess a penalty of \$15,000 for each day of the failure to make accessible all books, documents, papers, Provider records, Medical Records, financial records, data, surveys, and computer databases (collectively referred to as "records"). In addition, DOM may terminate the Contract.
Section 1.8, Section 2.7	The Contractor must maintain their QIO status under contract with the Centers for	Liquidated damages up to \$5,000 for each failure, per calendar day until non-compliance

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	Medicaid and Medicare Services (CMS) or as a CMS designated QIO-like entity	is remedied to DOM's satisfaction. In addition, DOM may terminate the Contract.
Section 1.8, Section 2.1.1	The Contractor must maintain their certification as a Utilization Review Resource for the State of Mississippi as defined in Section 41-83-1, et seq. of the Mississippi Code of 1972, as amended.	Liquidated damages up to \$5,000 for each failure, per calendar day until non-compliance is remedied to DOM's satisfaction. In addition, DOM may terminate the Contract.
Section 2.8.1	Final versions of any other plan, document, or other item required prior to the operationalization of the Contract must be submitted to DOM in the time and manner required by DOM.	Liquidated damages up to \$2,500 per calendar day of noncompliance for each day the deliverable is not submitted or is late or deficient.
Section 2.2	The Contractor must meet the Prior Authorization performance standards for the completion timelines for review determinations.	Liquidated damages in the amount of \$250 per business day for each failure to meet the performance standard.
Section 2.2	The Contractor must meet the Prior Authorization performance standards for timely notification of prior authorization determinations.	Liquidated damages in the amount of \$100 per business day for each failure to meet the performance standard.
Section 2.1.5.4	Decisions to deny a Service Authorization request or to authorize a service in an amount, duration, or scope that is less than requested must be made by a physician pursuant to Miss. Code Ann. § 41-83-31.	Liquidated damages in the amount of \$10,000 per business day for each failure to meet the performance standard.
Section 2.4.3	The Contractor must ensure that Key Personnel positions do not remain vacant for greater than ninety (90) calendar days.	Liquidated damages up to \$5,000 per calendar day for each incident of non-compliance, per position
Section 2.4.3	The Contractor must submit to DOM for prior approval the proposed replacement for Key Personnel positions at least fifteen (15) business days before the replacement's start date.	Liquidated damages up to \$5,000 per calendar day for each incident of non-compliance, per position
Section 2	The Contractor fails to timely perform an Administrative Service necessary for the execution of this Contract that is not otherwise associated with a performance standard under this Contract, and in the determination of DOM, such failure either: (1) results in actual harm to a Member or places a Member at risk of imminent harm, and/or (2) materially affects DOM's ability to administer the program.	Liquidated damages up to \$5,000 per calendar day for each incident of noncompliance
Section 2	The Contractor fails to timely provide a Covered Service that is not otherwise associated with a performance standard in this Contract and, in the determination of DOM, such failure results in actual harm	Liquidated damages up to \$25,000 for each instance of noncompliance.

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	to a Member or places a Member at risk of imminent harm.	
Section 2	The Contractor must not discriminate or perform any actions of discrimination against individuals on the basis of their health status or need for health care services.	Liquidated damages up to \$100,000 for acts of discrimination.
Section 2.5, Section 2.7.3, Section 4.11, Section 4.12, Section 4.13.4, Section 4.14.17, Section 4.13.23	The Contractor must meet all privacy standards under applicable state or federal law, rule, regulation, and Contract requirements.	Liquidated damages up to \$5,000 per incident for each privacy violation of applicable federal or state law or DOM's privacy standards in the Contract.
Section 2.5, Section 2.7.3, Section 4.11, Section 4.12, Section 4.13.4, Section 4.14.17, Section 4.13.23	The Contractor must meet all security standards under applicable state or federal law, rule, regulation, and Contract requirements.	Liquidated damages up to \$5,000 per quarterly reporting period for each security violation of security requirements under federal or state law or DOM's security standards in the Contract
Section 2.5, Section 2.7.3, Section 4.11, Section 4.12, Section 4.13.4, Section 4.14.17, Section 4.13.23	The Contractor must meet all confidentiality standards under applicable state or federal law, rule, regulation, and Contract requirement.	Liquidated damages up to \$5,000 per quarterly reporting period for each breach by the Contractor.
Section 4.2.1.3	The Contractor must submit a Corrective Action Plan to DOM within the timeframe requested by DOM.	Liquidated damages for each day beyond that time that DOM has not received an acceptable corrective action plan in the amount of \$2,500 per calendar day.
Section 4.2.1.3	The Contractor must implement or complete the Corrective Action Plan as approved by DOM.	Liquidated damages in the amount of \$2,500 per calendar day, per corrective item for each day the corrective action plan is not implemented or completed as required.
Section 2.8.3	The Contractor must comply with the closeout and turnover requirements of the contract and IFB.	Liquidated damages of in the amount of \$5,000 per calendar day, which shall be deducted from the final payment to be made to the Contractor.
Section 4.20.1	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.	Liquidated damages up to \$10,000 per occurrence.
Section 4.21.3	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.	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.

Section 4.21.3	Failure to meet the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as amended.	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 of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration or other event in which PHI cannot be accounted for.
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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 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

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 July 6, 2023 and shall expire January 31, 2027. 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 seven (7) month period (6 months and 26 days), beginning July 6, 2023 and ending January 31, 2024. The Operational Period of the initial term shall thereafter begin on February 1, 2024 and end on January 31, 2027.

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 law 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 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 calendar days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a. Cancel the stop work order; or,
 - b. Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
2. **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. Contractor asserts a claim for such an adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price Adjustment clause of this contract.

4.3.9 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.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from 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, the 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 fifteen (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 Nonperformance or Delayed Performance of a Subcontractor

If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth in **Section 4.2** of this IFB, the Contractor shall be deemed to be in breach when the Contractor fails to make reasonable effort to obtain the goods or services to be furnished by the subcontractor from other sources in order to timely meet the Contract requirements. The Contractor shall not be deemed to be in breach only where the services to be furnished by the subcontractor were not reasonably obtainable from other sources in a sufficient time to permit the Contractor to meet the Contract requirements.

4.3.17 Approval Clause

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

4.3.18 Procedure on Termination

4.3.18.1 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;
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 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 notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

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

4.3.18.2 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.

4.3.19 Effective Date of Termination

Except as otherwise provided in the Contract, terminations will be effective as of the date specified in the Notice of Termination. The parties may extend the effective date of termination one or more times by mutual written agreement. Contractor Responsibilities, as referenced in **Section 4.3.18.1**, above, will still be effective after the termination date until the Contractor Responsibilities are concluded and the obligations of the Contractor to DOM are complete.

4.3.20 Terms Survive Termination

The terms set forth in this Contract shall survive the termination of this Contract and shall remain fully enforceable by DOM against the Contractor. In the event that the Contractor fails to fulfill each term set forth in this Contract, DOM shall have the right, but not the obligation, to arrange for the provision of such services and

the fulfillment of such terms, all at the sole cost and expense of the Contractor, and the Contractor shall refund to DOM all sums expended by DOM in so doing.

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 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 thirty (30) calendar 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 Business Associate Agreement, and the Data Use Agreement. Contractor shall provide DOM a fully executed version of any subcontract no later than thirty (30) days after execution.

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

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

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

4.7 Proprietary Rights

4.7.1 Ownership of Documents

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, DOM shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Contractor may copyright such material, with approval of DOM; 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.

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 un-redacted bids in response to this IFB are considered public record and are subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1 *et seq.* (1972, as amended) absent a court-issued protective order or agreement by the requesting party to receive a redacted version.

4.7.5 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), the Medicaid Fraud Control Unit (MFCU), 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 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 contractor conformance including, but not limited to, 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. Contractor shall be aware that under no circumstances shall any data or equipment associated with this project reside outside of the continental United States. Nor shall any data or equipment associated with this project be accessible to people outside the continental United States. The Contractor will permit its personnel and contractors to access DOM data remotely only as required to provide technical support. Under no circumstances shall PHI or PII be moved offshore.

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 4.18.3** 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.

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

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

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

4.18.1 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.

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.

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.

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 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 shall be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

4.20.7 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 and/or other compliance remedies.

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.

Should the Contractor undergo a change of ownership, the Contractor must notify DOM in writing prior to the effective date of the transaction. 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 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:

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:

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 and may be recouped by DOM.

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 of Health and Human Services 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 or Entity 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 or entity 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 or entity'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.

4.26.8 DOM's Right of Refusal

In accordance with 42 C.F.R. § 455.106(c), the Division may refuse to enter into or renew an agreement with the Contractor if any person or entity 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 or entity's involvement in any program established under Medicare, Medicaid, or titles XIX or XXI services programs. Further, the Division may refuse to enter into or may terminate the Contractor's 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.
3. The Contractor shall notify DOM, Office of Program Integrity within two business days of discovery of any Contractor or Subcontractor owners or managing employees, network provider, or driver identified as a result of federal database checks and the action taken by the Contractor. Failure to disclose the required information accurately, timely, and in accordance with federal, state and Contract standards shall result in termination of this contract and/or liquidated damages.

Attachment A: Bid Cover Sheet UMQIO IFB#20230303

DOM is seeking to establish a contract with a Utilization Management/Quality Improvement Organization. Bids are to be submitted on or before **2:00 pm, CST, Friday, April 28, 2023**.

Bid Cover Sheet is to be used to accompany your electronic file when submitting bid via SharePoint.

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]_UMQIO IFB

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

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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, Friday, March 17, 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:	
Up to two email addresses can be used for submission of the Bid to SharePoint site (one email address is preferred):	Email #1:
	Email #2: (optional)

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, April 28, 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 UMQIO

Compensation for services shall be in the form of a firm fixed-rate agreement. Through submission of this form and accompanying Addendum 1: Minimum Qualifications and Addendum 2: Capability to Provide Services, the Bidder certifies the following:

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 must have a minimum of five (5) years of designation as a QIO or QIO-like entity as defined by under Section 1902(d) of the Social Security Act.
6. 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.

Budget Summary Medicaid Utilization Management Program IFB #20230303					
Name of Bidder:					
Operations Phase All fixed price bid calculations shall be based upon the Historical Volume link below.	Annual Amount	Initial Contract Period 7/6/2023 – 1/31/2027 [Annual Amount *3 years]	Optional Year 1 2/1/2027 – 1/31/2028	Optional Year 2 2/1/28 – 1/31/29	Total
Prior Authorization (PA) Services					
Prior Authorization (PA) Services annual fixed price	\$	\$	\$	\$	
Other Required Services:					
Peer Reviews	\$	\$	\$	\$	
Clinical/Medical Consultations	\$	\$	\$	\$	
All Patient Refined Diagnosis Related Groups (APR-DRG) Validation	\$	\$	\$	\$	
Quality of Care Reviews	\$	\$	\$	\$	
Care Management Services	\$	\$	\$	\$	

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Other Required Services annual fixed price	\$	\$	\$	\$	
Total Contract Price <i>(includes PA services and Other required services annual fixed price):</i>	\$	\$	\$	\$	
	Total = Initial Contract Period <i>(Implementation Period + Operations Costs)</i> + Optional Year 1 + Optional Year 2				\$

Historical Volume Data & Interface Layouts 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.

**NOTE: Any increase to Bidder's proposed pricing for Optional Year 1 and Optional Year 2 shall not exceed 2% of Bidder's Proposed price for Year 3 of the Initial Contract term.*

Implementation Cost

Implementation will have a 6 months and 26 days duration. All costs associated with implementation will be the responsibility of the vendor. DOM will not be responsible for the cost of implementation.

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;

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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 UM/QIO and represents that it is licensed, certified and 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 CONTINGENT FEES – 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.

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:	

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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.

Company Information:	Bidder Responses
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.	
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.	
If your company is not physically located in Mississippi, how will you supply UM/QIO Services in Mississippi?	
List all licenses, certifications or permits your company possesses that are applicable to performing the services required in this IFB.	

As an attachment to this Bid Form, please provide your organization's Staffing Plan that identifies all key staff members, as well as others, identified in IFB **Section 2.4.3** 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 subcontractor's 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.

If No Subcontractor, please state "No Subcontractor"	
---	--

[END OF RESPONSE]

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Attachment D: Standard File Layouts

Attachment D represents the standard file layouts of the information available from DOM's Fiscal Agent. It is provided only as context for the data fields that are available for a file transfer or interface. Technical specifics will be negotiated upon award of the contract/project initiation. Transmission of flat files will be handled through the Division of Medicaid's Fiscal Agent Services' SFTP site. Layouts are provided on the DOM procurement website: <http://www.medicaid.ms.gov/resources/procurement>.

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Attachment E: References

Reference 1	
Name of Company	
Dates of Service	
Contact Person	
Address	
City/State/ZIP	
Telephone Number	
Cell Number	
Email	
Alternate Contact Person (optional)	
Alternate Contact Telephone Number	
Alternate Contact Cell Number	
Alternate Contact Email	
Reference 2	
Name of Company	
Dates of Service	
Contact Person	
Address	
City/State/ZIP	
Telephone Number	
Cell Number	
Email	
Alternate Contact Person (optional)	
Alternate Contact Telephone Number	
Alternate Contact Cell Number	
Alternate Contact Email	
Reference 3	
Name of Company	
Dates of Service	
Contact Person	
Address	
City/State/ZIP	
Telephone Number	
Cell Number	
Email	
Alternate Contact Person (optional)	
Alternate Contact Telephone Number	
Alternate Contact Cell Number	
Alternate Contact Email	

Review the reference requirements in IFB Section 1.8.2. Bidder may submit as many references as desired by submitting as many additional copies of Attachment E, References, as deemed necessary. References will be contacted in order listed until two references have been contacted and Reference Survey Score Sheets completed for each of the two references. Bidders are encouraged to submit additional references to ensure that at least two references are available and all IFB requirements are met.

Attachment F: Reference Survey Score Sheet

To be filled out by DOM Staff Only

Procurement: UMQIO Date/Time: _____
Company & _____ Title: _____
Reference Name: _____
Phone: _____ Email: _____
Subject: Past Performance Survey of: _____
(Name of Bidder Organization)

The Mississippi Division of Medicaid (DOM) requests past performance information on contractors. The entity listed above has listed you as a client for which they have previously performed work.

DOM appreciates your time in completing this survey with us. You will be asked general project information and yes/no questions regarding your satisfaction in the vendor's current and past performances with your entity.

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

Project Cost: _____

Service Dates: _____

#	QUESTIONS	RESPONSE		EXPLANATION
		YES	NO	
1	Satisfied with the Contractor's ability to obtain contract goals and objectives? If no, please explain.			
2	Satisfied with the Contractor's ability to implement the project within budget and on schedule? If no, please explain.			
3	Satisfied with the Contractor on the following:			
	a. Corporate experience relevant to the project? If no, please explain.			

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#	QUESTIONS	RESPONSE		EXPLANATION
		YES	NO	
	b. Professionalism? If no, please explain.			
	c. Staff Qualifications? If no, please explain.			
	d. Cooperation / Flexibility? If no, please explain.			
4	Satisfied with the Contractor's ability to operate the day-to-day functions of the project? If no, please explain.			
5	Satisfied with the Contractor's ability to access project risks and provide solutions? If no, please explain.			
6	Satisfied with the Contractor's ability to adhere to contract requirements? If no, please explain.			
7	Satisfied with the Contractor's approach to problem identification and resolution? If no, please explain.			
8	Satisfied with the Contractor's software capabilities? If no, please explain.			
9	Satisfied with the Contractor's work product? If no, please explain.			
10	Satisfied with the Contractor's ability to communicate with your organization's staff members? If no, please explain.			
11	Was the contractor easy to work with when scheduling meetings/services? If no, please explain.			

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#	QUESTIONS	RESPONSE		EXPLANATION
		YES	NO	
12	Would you enter into a contract with the Contractor again? If no, please explain.			
13	Would you recommend this Contractor? If no, please explain.			

Each “Yes” is one point; each “No” is zero points. Bidder must have a minimum score of 15 out of a possible 16 each from two references (total of 30 points) to be considered responsible and for its bid to be considered.

SCORE: _____

14	Do you have business, professional or personal interest in the Bidder’s organization? If no, please explain.			
----	--	--	--	--

A “Yes” to Question 14 above may result in automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

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Attachment G: DHHS Certification Drug-Free Workplace

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

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

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

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

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

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

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is 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 H: DHHS Certification Debarment, Suspension, and Other Responsibility Matters

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

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

Organization:	
Signature:	
Title:	
Date:	

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Attachment I: Ownership and Financial Disclosure Information

The forms in this Attachment must be used by the Bidder to provide information required by listed IFB sections:

- 4.10.1 Information to Be Disclosed
- 4.10.2 and 4.10.3 When and to Whom Information Will Be Disclosed
- 4.10.5 Information Related to Business Transactions
- 4.10.8 Change of Ownership
- 4.10.6 Disclosure of Identity of Any Person or Entity Convicted of a Criminal Offense

Information to Be Disclosed

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

1. The name and address of any individual or corporation with an ownership or control interest in the Bidder. 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 Bidder or in any subcontractor in which the Bidder has a five percent (5%) or more interest;
4. Whether the individual or corporation with an ownership or control interest in the Bidder is related to another person with ownership or control interest in the Bidder 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 Bidder 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 managed care entity in which an owner of the Bidder has an ownership or control interest; and,
6. The name, address, date of birth, and Social Security Number of any managing employee of the Bidder.

Full disclosure through use of the following forms meets the requirements of completion of this section.

Section 1: Ownership Interest and/or Managing Control Identification Information

Section 1(a): Legal Entities with Ownership Interest and/or Managing Control Identification Information									
This response applies to an entity with: <div style="text-align: center;"> <input type="checkbox"/> Managing Control <input type="checkbox"/> 5% or More Ownership Interest (percentage owned: _____ %) </div>									
Effective Date of Ownership:									
Legal Business Name as Reported to the Internal Revenue Service:									
Doing Business As Name (if applicable):					Tax Identification Number (required):				
Primary Business Address									
Line 1 (Street Name and Number):									
Address Line 2 (Suite, Room, etc.):									
City:				State:	Zip Code:		County:		
Mailing Address (P.O. Box):		City:			State:	Zip Code:		County:	
Business Location									
Address Line 1:									
Address Line 2:									
City:				State:	Zip Code:		County:		
Business Location									
Address Line 1:									
Address Line 2:									
City:				State:	Zip Code:		County:		
Business Location									
Address Line 1:									
Address Line 2:									
City:				State:	Zip Code:		County:		
Business Location									
Address Line 1:									
Address Line 2:									
City:				State:	Zip Code:		County:		

Section 1(b): Individuals with Ownership Interest and/or Agents/Managing Control**The following individuals must be reported on this form:**

- All individual owners with 5% or more direct/indirect ownership
- All officers and directors of the disclosing Bidder
- All managing employees of the disclosing Bidder
- All authorized and delegated officials

If there is more than one individual with ownership/control interest that should be reported, copy and complete this page for each individual.

Last Name		First Name		MI	Suffix
Title	Social Security Number (required)		Date of Birth (MM/DD/YYYY)	Gender (M/F)	
Home Address Line 1					
Address Line 2					
City		State	Zip Code	County	
If the above noted individual is an owner, please select one of the following options and give the effective date:					
<input type="checkbox"/> Direct/Indirect Owner _____			<input type="checkbox"/> Partner		
Effective Date (MM/DD/YYYY):					
Ownership Percentage _____ %					
If the above noted individual is a managing employee, please select all that apply and give the effective date:					
Title	Effective Date (MM/DD/YYYY)			Effective Date (MM/DD/YYYY)	
<input type="checkbox"/> Director/Officer			<input type="checkbox"/> Managing Employee (W-2)		
<input type="checkbox"/> Contracted Managing Employee			<input type="checkbox"/> Agent		
If the above noted individual is an authorized or delegated official, please select one of the following options and give the effective date:					
<input type="checkbox"/> Authorized Official			<input type="checkbox"/> Delegated Official		
Effective Date (MM/DD/YYYY):					

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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Section 1(c): Familial Relationships		
Are any individuals listed in Section 1 related to each other as a spouse, parent, child, or sibling? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide additional information below. Duplicate this page as necessary to provide a complete disclosure.		
Names of related individuals:		
Relationship (e.g., sibling):		
Names of related individuals:		
Relationship (e.g., sibling):		
Names of related individuals:		
Relationship (e.g., sibling):		
Names of related individuals:		
Relationship (e.g., sibling):		
Names of related individuals:		
Relationship (e.g., sibling):		
Names of related individuals:		
Relationship (e.g., sibling):		
Names of related individuals:		
Relationship (e.g., sibling):		
Names of related individuals:		
Relationship (e.g., sibling):		

Section 2: Disclosure of Subcontractor Information**Disclosure of Subcontractor Information**

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

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

If this applies to an owner of the Bidder, name that owner (as already disclosed in Section 1, above):

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

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

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

Effective Date of Ownership and/or Management Control:

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

Doing Business as Name (if applicable):

Tax Identification Number (required):

Primary Business Address

Line 1 (Street Name and Number):

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

City:

State:

Zip Code:

County:

Mailing Address (P.O. Box):

City:

State:

Zip Code:

County:

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

Address Line 1:

Address Line 2:

City:

State:

Zip Code:

County:

Business Location

Address Line 1:

Address Line 2:

City:

State:

Zip Code:

County:

Business Location

Address Line 1:

Address Line 2:

City:

State:

Zip Code:

County:

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[illegible]

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Ownership Interests in DOM's Fiscal Agent, a Managed Care Entity, or other Disclosing Entity under 42 C.F.R § 104(b)

Do any of the entities or individuals named in Section 1.a or 1.b have an ownership and/or management control interest in any other Disclosing Entity under 42 C.F.R § 104(b)? ☐ Yes ☐ No

If yes to any question above, provide additional information below:

[illegible]

When and to Whom Information Will Be Disclosed

The Bidder attests to and affirms the following:

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

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

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

The Bidder attests that the disclosures made as part of this application are true and correct, and the Bidder will make required disclosures as necessary for this IFB. If the Bidder is chosen as a Contractor, the Bidder will comply with all disclosure requirements.

Name of Bidder

Printed name of person attesting for Bidder

Title of person attesting for Bidder

Signature of person attesting for Bidder

Date

Information Related to Business Transactions

In accordance with 42 C.F.R. § 455.105, the Bidder shall fully disclose all information related to business transactions. The Contractor shall submit full and complete information about:

3. The ownership of any subcontractor with whom the Bidder 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 Bidder 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.

The date of the request is the issue date of the IFB.

If the Bidder has information responsive to this request, use the forms in the following pages of this Attachment to respond to this request.

If the Bidder does not have information responsive to one or both of these requests, attest to that by signing below and submitting this page as the response to this request. If the Bidder has information responsive to one of these requests and not the other, use the following attestation as applicable as well as the applicable form to respond.

The Bidder does not have:

- ☐ The ownership of any subcontractor with whom the Bidder 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.
- ☐ Any significant business transactions between the Bidder 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.

Name of Bidder

Printed name of person attesting for Bidder

Title of person attesting for Bidder

Signature of person attesting for Bidder

Date

Business Transactions with Subcontractors	
Disclose 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. Use additional pages as necessary.	
Name of Subcontractor:	TIN/SSN (as applicable):
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Subcontractor:	TIN/SSN (as applicable):
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Subcontractor:	TIN/SSN (as applicable):
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Subcontractor:	TIN/SSN (as applicable):
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Subcontractor:	TIN/SSN (as applicable):
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:

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Significant Business Transactions	
Significant business transaction means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and 5 percent of a provider's total operating expenses.	
Name of Entity with Whom the Transaction Took Place:	
TIN/SSN (as applicable):	The entity is a: <input type="checkbox"/> Subcontractor <input type="checkbox"/> Wholly-Owned Subsidiary
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Entity with Whom the Transaction Took Place:	
TIN/SSN (as applicable):	The entity is a: <input type="checkbox"/> Subcontractor <input type="checkbox"/> Wholly-Owned Subsidiary
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Entity with Whom the Transaction Took Place:	
TIN/SSN (as applicable):	The entity is a: <input type="checkbox"/> Subcontractor <input type="checkbox"/> Wholly-Owned Subsidiary
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Entity with Whom the Transaction Took Place:	
TIN/SSN (as applicable):	The entity is a: <input type="checkbox"/> Subcontractor <input type="checkbox"/> Wholly-Owned Subsidiary
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:
Name of Entity with Whom the Transaction Took Place:	
TIN/SSN (as applicable):	The entity is a: <input type="checkbox"/> Subcontractor <input type="checkbox"/> Wholly-Owned Subsidiary
Address of Subcontractor:	
Date of Transaction:	Amount of Transaction:

Change of Ownership

If the Bidder has a disclosure to make that is responsive to this section, the Bidder must include an explanation of the circumstances surrounding the Change of Ownership. The Bidder must also include in its response an attestation that, should the Bidder be a winning Contractor, it will comply with the duty to disclose any Change(s) of Ownership during the life of the Contract.

If the Bidder does not have a disclosure to make that is responsive to this request, the Bidder must sign below, attesting to the following:

- The Bidder does not have a disclosure that is responsive to this request.
- Should the Bidder be chosen as a winning Contractor, the Bidder will comply with the requirement to disclose any and all changes of ownership in the time and manner required by the C.F.R. and DOM.

Name of Bidder

Printed name of person attesting for Bidder

Title of person attesting for Bidder

Signature of person attesting for Bidder

Date

Disclosure of Identity of Any Person or Entity Convicted of a Criminal Offense

If the Bidder has information responsive to this request, provide that information using the form on the following page. The Bidder must also include in its response an attestation that, should the Bidder be a winning Contractor, it will comply with the duty to disclose make disclosures regarding this issue during the life of the Contract.

If the Bidder does not have a disclosure to make that is responsive to this request, the Bidder must sign below, attesting to the following:

- The Bidder does not have a disclosure that is responsive to this request.
- Should the Bidder be chosen as a winning Contractor, the Bidder will comply with the requirement to make disclosures regarding this issue in the time and manner required by the C.F.R. and DOM.

Name of Bidder

Printed name of person attesting for Bidder

Title of person attesting for Bidder

Signature of person attesting for Bidder

Date

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Criminal Convictions and Other Sanctions

Provide the requested information in this section for any person who:

- (1) Has an ownership or control interest in the Bidder OR is an agent or managing employee of the Bidder
AND
(2) Has been convicted of a criminal offense related to any program under Medicare, Medicaid, or Titles XIX or XXI services since the inception of those programs,
OR
(3) Has been convicted of a crime referenced in Miss. Code Ann. § 43-13-121(7)(c) – (h),
(4) Has been convicted of a felony under state or federal law that is not otherwise referenced in Miss. Code Ann. § 43-13-121(7)(c-h),
(5) Has been subject to a previous or current exclusion, suspension, termination from or the involuntary withdrawing from participation in the Medicaid program, any other state's Medicaid program, Medicare or any other public or private health or health insurance program,
(6) Has been sanctioned for violation of federal or state laws or rules relative to the Medicaid program, any other state's Medicaid program, Medicare or any other public health care or health insurance program,
(7) Has had his/her/its license or certification revoked, or
(8) Has failed to pay recovery properly assessed or pursuant to an approved repayment schedule under the Medicaid program.

Identify the person and each conviction/sanction, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any. Provide a copy of any documentation. Include additional copies of this page as necessary.

Name	Criminal/Sanction Information	Date
Agency/Court/Administrative Body		Resolution
Name	Criminal/Sanction Information	Date
Agency/Court/Administrative Body		Resolution
Name	Criminal/Sanction Information	Date
Agency/Court/Administrative Body		Resolution
Name	Criminal/Sanction Information	Date
Agency/Court/Administrative Body		Resolution
Name	Criminal/Sanction Information	Date
Agency/Court/Administrative Body		Resolution

Signature

Date

[END OF DOCUMENT]