MISSISSIPPI DIVISION OF
MEDICAID

REQUEST FOR PROPOSALS

Non-Emergency Transportation Services for End Stage Renal Disease

RFP# 20161021-1

RFx #3120000940

Contact:
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Procurement Officer
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Due Dates:
Questions & Letter of Intent
E-MAIL or MAIL or HAND DELIVERY
5:00 PM Central Standard Time, Friday, November 10, 2016

Answers Posted to Internet www.medicaid.ms.gov
5:00 PM Central Standard Time, Friday, November 28, 2016

Sealed Proposals
MAIL or HAND DELIVERY ONLY

5:00 PM Central Standard Time, Friday, December 9, 2016

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1 SCOPE OF WORK

1.1 Purpose

Mississippi Division of Medicaid (DOM) issues this Request for Proposals (RFP), requesting competitive written proposals from qualified contractors to develop and operate a Non-Emergency Transportation (NET) End State Renal Disease (ESRD) Brokerage Program, including but not limited to the authorization, coordination, scheduling, management, and reimbursement of NET ESRD Services.

On December 31, 2005, Medicaid's Poverty Level Aged and Disabled, (PLAD) Category of Eligibility (COE) was eliminated. Medicare eligible Beneficiaries who were eligible for Medicaid benefits in the PLAD COE were no longer eligible for full Medicaid benefits including Medicaid non-emergency transportation (NET). Since Medicare does not cover NET many of these Beneficiaries did not have transportation to receive life sustaining dialysis treatments.

In response to this need for NET ESRD Services, the Mississippi Legislature made an appropriation to the Division of Medicaid (DOM) to fund the NET ESRD Program to provide NET to locations for necessary dialysis services for end stage renal disease patients who are sixty-five (65) years of age or older or are disabled as determined under Section 1614(a)(3) of the federal Social Security Act, as amended, whose income did not exceed one hundred thirty-five percent (135%) of the nonfarm official poverty level as defined by the Office of Management and Budget, and whose resources did not exceed those established by DOM, and as of December 31, 2005, whose eligibility was covered under the former category of eligibility known as PLADs.

The NET ESRD Program is a separate program that is not part of or connected to the Medicaid program and the funds appropriated for the NET ESRD Program are not considered to be part of the appropriations to DOM by the state to operate the federal-state Medicaid program.

DOM desires to procure a Contractor to serve as the lead Fiscal Agent responsible for the administration of the NET ESRD Brokerage Program including designing a system to provide transportation options to all individuals identified as eligible by DOM for participation in the NET ESRD Program. The Contractor will be responsible for the enrollment of the former PLAD Beneficiaries requiring dialysis services as Beneficiaries in the NET ESRD Program; and contracting with non-emergency transportation companies (the "NET ESRD Providers") to provide transportation services, as independent contractors, under the NET ESRD Brokerage Program. The Contractor will submit invoices to DOM for payment and will issue payments to the NET ESRD Providers.

1.2 Procurement Overview

The following timetable is the estimated and anticipated timetable for the RFP and procurement process:

Table 1: RFP and Procurement Timetable

Date	Process
October 21, 2016	Release RFP for Bids
November 14, 2016	Deadline for Letter of Intent and Written Questions

November 28, 2016	Response to Questions Posted
December 9, 2016 (5:00 p.m., CDT)	Proposal Deadline
December 12, 2016	Evaluation of Technical Proposal
January 18– January 19, 2017	Oral Presentations
January 23, 2017	Evaluation of Business Proposal
January 24, 2017	Executive Review and Award
February 14, 2017	PSCRB Meeting (proposed)
April 1, 2017	Contract Start (Implementation begins)

1.2.1 Mandatory Letter of Intent

The Offeror is required to submit a written Letter of Intent to Bid. The Letter of Intent is due by 5:00 p.m. CDT, November 14, 2016, and should be sent to:

Matthew Nassar
Procurement Officer
Division of Medicaid
Walter Sillers Building
550 High Street, Suite 1000
Jackson, Mississippi 39201
Email: matthew.nassar@medicaid.ms.gov

The Letter of Intent shall be on the official business letterhead of the Offeror and must be signed by an individual authorized to commit the Offeror to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Offeror to submit a proposal. However, an Offeror that does not submit a Letter of Intent by 5:00 p.m. CDT, November 14, 2016, will not thereafter be eligible for the procurement.

Prior to November 14, 2016, all RFP amendments will be sent to all organizations that request an RFP and will be posted on DOM's procurement Website, https://medicaid.ms.gov/resources/procurement/. After November 14, 2016, RFP amendments will only be distributed to Offerors that have submitted a Letter of Intent.

1.2.2 Procedure for Submitting Questions

Questions may be submitted using the Question and Answer template found at https://medicaid.ms.gov/resources/procurement. Written answers will be available no later than 5:00 PM CST, Friday, November 28, 2016, via DOM's procurement Website, https://medicaid.ms.gov/resources/procurement/. Questions and answers will become part of the final contract as an attachment. Written answers provided for the questions are binding.

Questions should be sent to:

Matthew Nassar
Procurement Officer
Division of Medicaid
Walter Sillers Building
550 High Street, Suite 1000

Jackson, Mississippi 39201
Email: matthew.nassar@medicaid.ms.gov

1.2.3 Proposal Submission Requirements

Proposals must be in writing and must be submitted in two (2) parts: 1) Technical Proposal; and 2) Business Proposal. The format and content of each proposal are specified in Sections 5 and 6, respectively, of this RFP.

Technical Proposals for the RFP must be submitted in three-ring binders with components of the RFP clearly tabbed. An original and eight (8) copies of the Technical Proposal under sealed cover and an original and three (3) copies of the Business Proposal under separate sealed cover must be received by DOM no later than 5:00 p.m. CDT, on December 9, 2016. The Offeror must also submit one (1) copy of the Technical Proposal and one (1) sealed Business Proposal copy on CD in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

Offerors shall also submit one (1) full copy of the Technical Proposal in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format through MAGIC. Do not include pricing data in any section of the MAGIC submission or entry page. MAGIC is the State of Mississippi's Accountability System for Governmental Information and Collaboration. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx #3120000940 opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to RFx #3120000940 electronically, and receive purchase orders by email. In order to register, please go to the following website:http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/.

Any proposal received after this date and time will be rejected and returned unopened to the Offeror. Proposals should be delivered to:

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

The outside cover of the package containing the Technical Proposal shall be marked:
RFP # 20161021-1
Technical Proposal
(Name of Offeror)

The outside cover of the package containing the Business Proposal shall be marked:
RFP # 20161021-1
Business Proposal
(Name of Offeror)

As the proposals are received, the sealed proposals will be date-stamped and recorded by DOM. The Offeror is responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile proposal will not be accepted. Each proposal must be signed in blue ink by an official authorized to bind the Offeror to the proposal provisions. Proposals and modifications

thereof received by DOM after the time set for receipt or at any location other than that set forth above will be considered late and will not be considered for award.

1.3 General Administration of the NET ESRD Program

The Contractor shall administer and operate the NET ESRD Brokerage Program, including but not limited to the establishment of a network of NET ESRD Providers; and authorization, coordination, scheduling, management, and reimbursement of NET ESRD Service requests.

The Contractor is required to operate the NET ESRD Brokerage Program according to Federal and State laws and regulations and DOM policies. DOM policies can be found in the Mississippi State Plan Amendment and Title 23 of the Mississippi Administrative Code, at medicaid.ms.gov . DOM will provide assistance as needed with interpretation and clarification of DOM policy and will notify the Contractor as changes are made that affect the NET ESRD Program.

The Contractor may not delegate or subcontract screening, authorization or scheduling duties. The Contractor may delegate dispatch activities to NET ESRD Providers, but the Contractor shall retain responsibility for the proper performance of dispatch activities. The Offeror shall fully and specifically describe in its Proposal how it will screen, authorize, schedule and assign trips to NET ESRD Providers and communicate the information in a timely and efficient manner. The Offeror shall also describe its procedures for assigning Standing Orders, Urgent Trips and re-routed and refused trips.

The Contractor will be responsible for reimbursing NET ESRD Providers. The Contractor is not required to reimburse for unauthorized NET ESRD Services provided by out of network providers. The Contractor is required to submit individual trip claims to the DOM Fiscal Agent.

The Contractor is required to provide informational material and a beneficiary transportation manual concerning NET ESRD Services and procedures for the benefit of Mississippi Medicaid beneficiaries. This material shall set forth the Flesch-Kincaid, or other approved standard, readability scores at or below sixth (6th) grade reading level and the Contractor shall certify compliance therewith. Materials must use easily understood language and format in a font no smaller than twelve 12 point. The material must be available in English and such other language as DOM may require at any time with proper notice to the Contractor; and must be available in alternative formats as required for the special needs of beneficiaries. The beneficiary manual and all informational material provided to beneficiaries must be approved by DOM forty-five (45) calendar days prior to use.

The Contractor is required to provide an annual open door forum to the public for information and comments on the NET ESRD program. Informational material provided at the forum must be approved by DOM at least thirty (30) calendar days prior to the event. The Contractor must ensure that beneficiaries are treated with respect and with due consideration for his or her dignity and privacy in accordance with state and federal laws governing beneficiary Rights and Protections.

The Contractor shall meet with DOM no less than weekly during the implementation phase of the contract. The Contractor shall meet with DOM no less than bi-monthly or as needed throughout the term of the operational phase of the Contract to review operations, NET ESRD Provider/beneficiary relations and to discuss and resolve administrative and operational issues. Meetings may be conducted in person, by teleconference or by

videoconference, at the discretion of DOM. Contractor management staff outlined in section 1.30 Project Organization and Staffing Requirements shall be in attendance during the weekly implementation meeting and during the meetings throughout the term of the contract. The Contractor shall provide implementation or operational meeting minutes three (3) business days following the meeting for DOM review and approval as outlined in Section 1.35. The Contractor shall provide DOM monthly status reports as outlined in this RFP and at the discretion of DOM.

The services identified, specified, and defined herein shall be furnished in an amount, duration, and scope sufficient to reasonably achieve the purpose for which the services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary. The Contractor may place appropriate limits on a service on the basis of criteria applied under the State Plan, such as medical necessity, or for the purpose of utilization control provided that: (1) the services furnished can reasonably achieve their purpose; and (2) the services supporting individuals with ongoing or chronic conditions or who require long-term services and support are authorized in a manner that reflects the beneficiary's ongoing need for such services and supports.

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

The following are general steps DOM has determined necessary for the provision of NET ESRD Services by the Contractor.

1.4 Processing Requests for NET ESRD Service

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

1.4.1 Screening

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

1. The beneficiary's eligibility for NET ESRD Services;
2. The beneficiary's medical need which requires NET ESRD Services;
3. The beneficiary's lack of access to Available Transportation. The Contractor shall require the beneficiary to verbally certify the lack of access to Available Transportation;
4. That the medical service for which NET ESRD Service is requested is a Mississippi Medicaid Covered Medical Service for the beneficiary;
5. The most economical Mode of Transportation appropriate to meet the medical needs of the beneficiary, based on the beneficiary's mobility status and personal capabilities on the date of service. Reasons for approval of a Mode of Transportation that is not the most economical must be documented in detail;
6. The nearest appropriate Provider to the beneficiary. If the medical provider is an excessive distance from the beneficiary's residence, see Section 1.6.6; and
7. Necessity of attendant or assistance request. The Contractor may require a medical certification statement from the beneficiary's Provider in order to approve Door-to-Door Service or Hand-to-Hand Service.

One (1) adult attendant may accompany the beneficiary during transport. An attendant must be qualified to provide the type of assistance certified as medically necessary by the beneficiary's attending healthcare provider prior to transport. For beneficiaries with minor children, if the beneficiary is the sole caregiver of minor child/children at the time of the scheduled appointment, the Contractor shall authorize transport of the additional minor child/children. The Contractor is not responsible for providing car seats for beneficiaries or a beneficiary's minor children.

The Offeror shall submit detailed procedures for screening all NET ESRD requests. The Offeror shall detail a procedure for ensuring transport of beneficiaries and their minor child/children at the time of the scheduled appointment. The proposal must specifically address how the Offeror will work with NET ESRD Providers regarding transport of additional passengers that are not covered under this Contract. The Offeror shall submit in their proposal a plan for transportation when a beneficiary requires a car seat for transport and does not have a car seat and/or does not have a car seat for transport of the minor child.

Not all Mississippi Medicaid beneficiaries are eligible for NET ESRD Services. The Contractor shall develop and maintain a system of conditional edits to determine whether a beneficiary is eligible for the transportation requested, based upon eligibility information to be provided by DOM and/or DOM's Fiscal Agent groups are not eligible for NET ESRD services: all Long Term Care (LTC) residents including Nursing Facility (NF) residents, Psychiatric Residential Treatment Facility (PRTF) residents, and Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) residents.. The Contractor is not responsible for NET ESRD Services rendered to Mississippi Medicaid beneficiaries covered under MSCAN. The Contractor is responsible for reporting aggregate data covering the above requirements to DOM via a monthly deliverable report.

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

1.4.2 Advance Reservations

The Contractor shall provide written informational material concerning how to request NET Service and shall educate beneficiaries; their family members, guardians or representatives and Mississippi Medicaid Providers on how to request NET Services when a beneficiary is in need of transportation services. The informational material shall set forth the Flesch-Kincaid, or other approved standard, readability scores at or below sixth (6th) grade reading level and the Contractor shall certify compliance therewith. Materials must use easily understood language and format in a font no smaller than twelve (12) point. The material must be available in English and such other language as DOM may require at any time with proper notice to the Contractor; and must be available in alternative formats as required for the special needs of beneficiaries, such as those with visual impairment. All informational material and Contractor call scripts related to NET Services must be approved by DOM forty-five (45) calendar days prior to the operational phase of the contract. Any modifications to the material and/or call scripts during the operational phase of the contract must be approved by DOM prior to use.

The Contractor shall instruct beneficiaries; their family members, guardians or representatives; and Mississippi Medicaid Providers that requests for NET Services must be made at least three (3) business days before the NET Service is needed. Because scheduling issues will occasionally occur, the Contractor must develop processes for handling urgent trips, high risk trips, last minute requests from beneficiaries, their family members, guardians or representatives and Mississippi Medicaid Providers, scheduling changes and NET ESRD Providers who do not arrive for scheduled pick-ups. Trips considered "high risk" include the following types of requests: cardiac, pulmonary, chemo/radiation, diabetic complications, dialysis, hospital visitation by parent/guardian/caregiver to any inpatient critical care unit, high risk pregnancy, newborn check, prenatal appointment, transplant patient (service must be related to the transplant), life sustaining wound care.

The Contractor shall provide additional education to beneficiaries; their family members, guardians or representatives and Mississippi Medicaid Providers who habitually request transportation less than two (2) business days in advance of the appointment date. The information must be available in the format mentioned above and approved by DOM forty-five (45) calendar days prior to the operational phase of the contract. The Contractor shall report transportation requests less than two (2) business days in advance of the appointment date to DOM monthly via a deliverable report. The reports shall include evidence and frequency of the Contractors attempts to provide additional education to the beneficiaries; their family member, guardian or representative and Mississippi Medicaid Provider who habitually transportation requests less than two (2) business days in advance of the appointment date and a plan of action regarding next steps to prevent late.

1.4.3 Notification of Arrangements

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

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

1.4.4 Scheduling and Dispatching Trips

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

1. The Contractor shall ensure:

    A. The average monthly beneficiary waiting time for pick-up at their originating site (example: home) does not exceed fifteen (15) minutes based on the scheduled time of pick-up for each NET ESRD Provider.

    B. The average monthly beneficiary waiting time for pick-up (scheduled pick-up) from their medically necessary covered service (example: appointment, pharmacy, screening, doctors visit) does not exceed thirty (30) minutes for each NET ESRD Provider.

    C. The average monthly beneficiary waiting time for pick-up (will-call pick-up) from their medically necessary covered service (example: appointment, pharmacy, screening, doctors visit) does not exceed sixty (60) Minutes for each NET ESRD Provider. A will-call is defined as a beneficiary's call to request the return ride or "will-call" trip.

    D. The average monthly beneficiary waiting time for pick-up from their hospital discharge does not exceed three (3) hours from the time the Contractor is notified of the discharge for each NET ESRD Provider.

    E. The Contractor shall ensure that beneficiaries arrive on time at pre-arranged times for appointments and are picked up on time at pre-arranged times for the return trip if the Covered Medical Service follows a reliable schedule. The pre-arranged times may not be changed by the NET ESRD Provider or driver without prior permission from the Contractor.

    F. The NET Broker shall not provide transportation services under this contract. The NET Broker must contract with NET ESRD Providers for NET services.

2. The Contractor and a NET ESRD Provider may group beneficiaries and trips to promote efficiency and cost effectiveness. The Contractor may contact Providers in this process.
3. The Contractor shall notify the NET ESRD Provider of the assignment at least two (2) business days prior to the trip, if possible, and at minimum one (1) business day prior to the trip, with the exception of urgent or high risk trips, and shall timely assign the trip to another NET ESRD Provider if necessary.
4. The Contractor shall contact an appropriate NET ESRD Provider so that pick-up occurs within three (3) hours after notification of a hospital discharge.

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

1.5 Trip Types

Single Trip Requests: The Contractor shall require that requests for NET Service to a single appointment be made via a toll-free telephone number. Other methods of single trip requests may be allowed with DOM approval, including web-based reservation systems.

Standing Order Trip Requests: The Contractor shall establish procedures to handle trip requests so that beneficiaries are not required to continually make arrangements for repetitive appointments. The Contractor shall include in its procedure to recertify the need of a Standing Order with the Medical Provider at least every ninety (90) days. These orders may be accepted via phone, fax or a web-based reservation system.

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

Out-of-State Meals and Lodging: In certain situations, meals and lodging may be provided for a beneficiary and up to one (1) attendant for extended treatment out-of-state which requires at least an overnight stay. All requests for out-of-state meals and lodging must be evaluated and pre-approved by the Contractor. Additional information regarding meals and lodging is located in 23 Miss. Admin. Code Pt. 201. The Contractor shall use discounted lodging and meal services that might be offered through the medical provider. The Contractor shall report those beneficiaries to DOM quarterly via a deliverable report.

1.6 Network of NET ESRD Providers

The Contractor shall establish, maintain and monitor a network of NET ESRD Providers supported by written agreements that is sufficient to provide adequate access to all services covered under the Contract for all beneficiaries eligible to receive NET services, including those with limited English proficiency or physical or mental disabilities. The Contractor is responsible for negotiating reimbursement with qualified transportation entities. The Contractor shall provide a gas mileage reimbursement program and a fixed route public transportation program as a form of access to transportation. The Contractor is encouraged to develop innovative and creative strategies to ensure increased access to transportation for beneficiaries. The NET Broker shall not provide transportation services under this contract. The NET Broker must contract with NET ESRD Providers for NET services.

The Offeror shall submit with its Proposal, Letters of Commitment from NET ESRD Providers with whom Contractor intends to negotiate a contract for NET Services. The Contractor shall ensure that policies and procedures for provider selection and retention are provided to DOM forty-five (45) calendar days prior to the operational phase of the contract. The Offer shall submit with each Letter of Commitment, the number of vehicles by type that the NET ESRD Provider operates and the geographic areas in which the NET ESRD Provider may operate. The Offeror shall also include in its Proposal the proposed number of NET ESRD Providers and vehicles by type the Offeror intends to include in the NET ESRD Provider Network. The Offer shall include in its proposal

contingency plans for unexpected peak transportation demands and back-up plans for instances when a vehicle is excessively late or is otherwise unavailable for service. The Offeror shall not submit a proposal that offers transportation services by the NET Broker. The Contractor shall identify in its proposal NET ESRD Providers for bariatric transportation by geographic areas of coverage.

If the Contractor recruits existing NET ESRD Providers, the Contractor shall ensure that NET ESRD Providers continue to perform services for the incumbent NET Contractor until the operational phase of this RFP/Contract begins. The Offeror shall include in its Proposal a plan for ensuring that there is no degradation of the current service during or following transition from the existing contract to the one covered by this RFP/Contract.

The Contractor shall establish and maintain a good working relationship with NET ESRD Providers, Mississippi Medicaid Providers and professional associations with which it is required to be in contact in the performance of the Contract. The Offeror shall include in its Proposal a plan for establishing and maintaining a good working relationship with NET ESRD Providers, Mississippi Medicaid Providers and professional associations. The plan must be approved by DOM during the implementation phase of the contract and must be assessed by DOM and the Contractor quarterly or at the discretion of DOM.

The Contractor shall not discriminate in the participation, reimbursement, or indemnification of any NET ESRD Provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If the Contractor declines to include individual or groups of NET ESRD providers in its provider network, it must give the affected providers written notice of the reason for its decision.

1.6.1 Contracts with NET ESRD Providers:

The Contractor shall identify, recruit and negotiate contracts with NET ESRD Providers, including all Modes of Transportation, sufficient to meet the needs of beneficiaries. The Contractor shall secure sufficient NET ESRD Provider resources (numbers and types of vehicles and drivers) under contracts so that the failure of any NET ESRD Provider to perform will not impede the ability of Contractor to provide NET Services in accordance with the requirements of the Contract. All NET ESRD Providers shall be approved by DOM prior to providing NET ESRD Services. The Contractor shall submit a request for DOM approval seven (7) business days prior to the anticipated date of the NET ESRD Provider's participation in the NET ESRD Provider Network. The Contractor shall submit evidence of a comprehensive background check including: fingerprint requirements, NET ESRD Provider contact information, size of the contractor fleet by vehicle type and anticipated geographic coverage within the NET ESRD Provider network. The Contractor is prohibited from establishing or maintaining contracts with NET ESRD Providers that are not approved by DOM or that are not eligible to be a Medicaid Provider under applicable state and federal law. The Contractor shall terminate a service agreement with a NET ESRD Provider when substandard performance is identified or when the NET ESRD Provider has failed to take satisfactory corrective action within a reasonable time period. DOM reserves the right to direct the Contractor to terminate any service agreement with a NET ESRD Provider when DOM determines it to be in the best interest of the State. The Contractor shall notify DOM in writing of its intention to terminate a NET ESRD Provider contract and the reasons for such termination at least fifteen (15) days prior to termination.

1.6.1.1 Model Contract

The Offeror shall submit with its proposal a model contract that the Contractor intends to use with NET ESRD Providers. The model contract for each Mode of Transportation must be pre-approved by DOM. Any deviation from the approved model contract must be pre-approved by DOM. The Contractor shall not use NET ESRD Providers with which the Contractor has not executed a contract. The Contractor shall enter into a separate contract with each NET ESRD Provider for each contract held with DOM should the Contractor be awarded more than one contract. The model contract shall address, at a minimum, the following items:

1. Identification of the NET ESRD Provider;
2. Payment administration and timely payment;
3. Modes of transportation;
4. Geographic coverage area(s);
5. Attendant services;
6. Telephone and vehicle communication systems;
7. Information systems;
8. Scheduling;
9. Dispatching;
10. Pick-up and delivery standards;
11. Urgent and High Risk Trip requirements;
12. Driver qualifications;
13. Expectations for Door-to-Door, Hand-to-Hand, Curb-to-Curb;
14. Driver conduct;
15. Driver manifest delivery;
16. Vehicle requirements;
17. Back-up service;
18. Quality assurance;
19. Non-compliance with standards;
20. Training for drivers;
21. Confidentiality of Information;
22. Specific provisions, which in the instance of uncured default by the Contractor, the agreement, if terminated, will pass to DOM or its agent for continued provision of NET Services. All terms, conditions and rates established by the agreement shall remain in effect until or unless renegotiated with DOM or its agent subsequent to default action or unless otherwise terminated by DOM at its sole discretion;
23. Indemnification and hold harmless language to protect the State of Mississippi and DOM;
24. Evidence of insurance for vehicle and driver;
25. Submission of documentation as required by DOM; and
26. The procedures for appeal and dispute resolution.

1.6.1.2 Reimbursement of NET ESRD Providers

The Contractor shall provide timely payment to each contracted NET ESRD Provider for the services rendered. The Contractor may reimburse NET ESRD Providers through any payment arrangement agreeable to both parties, including a sub-capitation arrangement. All payment arrangements must include an incentive or safeguard to ensure Utilization Data for every Encounter is submitted to Contractor. The Offeror must submit with its Proposal a description of its payment methodology, billing system, billing policies and NET ESRD Provider instructions and

procedures. Any penalties for late submission of reimbursement requests must be included in the description. The Contractor's billing policies must include options for electronic submission of invoices by NET ESRD Providers. Any future amendments to these policies must be approved by DOM prior to implementation. The Contractor shall make payments to NET ESRD Providers for services provided on a timely basis consistent with applicable state and federal law. In particular, the Contractor shall comply with 42 C.F.R. § 447.46 and pay at least ninety percent (90%) of all "clean claims" from NET ESRD Providers within forty-five (45) days following receipt. Further, the Contractor shall pay at least ninety-nine percent (99%) of all "clean claims" from NET ESRD Providers within ninety (90) days following receipt.

For purposes of this Section, a "clean claim" means one that can be processed without obtaining additional information from the NET ESRD Provider or from a third party, except that it shall not mean a claim submitted by or on behalf of a NET ESRD Provider or Provider who is under investigation for fraud or abuse, or a claim that is under review for medical necessity. Complaints or disputes concerning payments for the provision of services as described in this paragraph shall be subject to the Contractor's Provider payment grievance resolution system. The Contractor shall maintain a NET ESRD Provider payment grievance resolution system completely separate from the resolution system for non-payment issues as outline in Section 1.21 of the RFP. The NET ESRD Provider payment grievance resolution system must be displayed publicly on the Contractor's website and in the NET ESRD Provider Manual. The Contractor shall submit the NET ESRD Payment Provider grievance resolutions system to DOM during the implementation phase of the contract for review and approval. The NET ESRD Provider payment grievance resolution system must be approved by DOM prior to the operational phase of the contract.

1.6.2 Geographic Coverage Area

Prior to the operational phase of the Contract, the Contractor shall secure NET ESRD Provider network adequacy. Failure to secure NET ESRD Provider network adequacy may result in liquidated damages as outlined in 1.33.2 (5) or a stop work order. The Contractor shall provide to DOM the number of contracted NET ESRD Providers, the number of vehicles by type the NET ESRD Provider has been approved to operate within the Network. The Contractor shall also provide the geographic areas in which each NET ESRD Provider will operate. This shall include county level detail throughout Mississippi, and medical communities in the adjacent states of Alabama, Arkansas, Louisiana, and Tennessee.

The Contractor shall submit for DOM review and approval the NET ESRD Provider Network and Geographic Coverage Report, including information for the final NET ESRD Provider Network, thirty (30) calendar days prior to the Operational Start Date and quarterly thereafter in a deliverable report. The report shall also include notes regarding NET ESRD Provider status within the network, number of operational vehicles per NET ESRD Provider and changes in geographic coverage per NET ESRD Provider.

1.6.3 Adequacy of Network

The Contractor shall ensure that its NET ESRD Providers have a sufficient number of vehicles available to meet the timeliness requirements of the NET Broker Program. If DOM identifies insufficient transportation resources in an area, DOM will notify the Contractor, and the Contractor shall have ten (10) business days after the date of such notice in which to develop and implement a plan to recruit sufficient NET ESRD Providers to meet the transportation needs of the beneficiaries in the identified area. If the Contractor identifies an area with insufficient transportation resources, the Contractor shall immediately (within twenty-four (24) hours) notify DOM, and shall

have ten (10) business days in which to recruit sufficient NET ESRD Providers to meet the transportation needs of the beneficiaries in the identified area. Failure to maintain a NET ESRD Provider network adequate to meet the needs of the contract may result in liquidated damages as outlined in 1.33.2 (5) or the RFP. The Offeror shall not submit a proposal that offers transportation services by the NET Broker. The NET Broker shall not provide transportation services under this contract. The NET Broker must contract with NET ESRD Providers for NET services.

1.6.4 Modes of Transportation

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

1. **Ambulatory**

   a. Basic Vehicle: a motorized vehicle used for the transportation of passengers whose medical condition does not require use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, medical care or medical treatment during transport. This does not include private automobiles.

   b. Commercial Carrier: such as Amtrak, buses (such as Greyhound).

   c. Fixed Route (Public Transit): transportation by means of a public transit vehicle that follows an advertised route on an advertised schedule, does not deviate from the route or the schedule and picks up passengers at designated stops.

   d. Gas Mileage Reimbursement: gas reimbursement for beneficiary trips. This includes private automobile.

2. **Other**

   a. Enhanced Vehicle (Wheelchair/Stretcher): a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices, or is equipped specifically for the transportation of passengers who cannot sit upright and are required to remain in a lying position during transport. Enhanced Vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care or medical treatment during transport. This does not include Private Auto.

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

1.6.5 Fixed Route

The Contractor is encouraged to maximize the utilization of Fixed Route transportation whenever more economical and appropriate. The Contractor shall be familiar with schedules of Fixed Route transportation in communities where it is currently available and in areas where it becomes available during the term of the Contract. The Contractor shall distribute or arrange for the distribution of Fixed Route passes to beneficiaries for whom Fixed Route transportation is the most appropriate Mode of Transportation.

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

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

1.6.6 Miscellaneous Operational Rules

1. Excessive Distance

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

Generally, in determining if the transport is within reasonable proximity of a beneficiary, the Contractor shall permit transports to contiguous counties, any bordering counties or parishes in adjoining states (Alabama, Arkansas, Louisiana, and Tennessee) which are considered to be in the area where residents of that beneficiary's county of residence would conduct shopping and business activities.

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

2. On-Time Arrival

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

If the NET ESRD Provider cannot arrive on time to the pick-up location, the Contractor shall contact the beneficiary or the beneficiary's representative and the Provider. No more than eight percent (8%) of the overall scheduled trips shall be late or missed per day, due to the fault of the Contractor, NET ESRD Provider or Driver. The percent of scheduled trips late and/or missed daily shall be reported to DOM via a monthly deliverable report. The percent of scheduled trips late and/or missed daily per provider shall be reported to DOM via a monthly deliverable report.

3. Travel Time On Board

For multi-passenger trips, the NET ESRD Provider shall schedule trips so that a beneficiary does not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transportation of that beneficiary.

4. Adverse Weather Plan

The Contractor shall have a written plan for transporting beneficiaries who need critical medical care during adverse weather conditions. Adverse weather conditions include, but are not limited to, extreme heat, extreme cold, hurricane, tropical storms, flooding, tornado warnings and heavy snowfall. The plan shall be submitted to DOM for approval two (2) weeks prior to the Operations Start Date and thereafter upon DOM request. The Adverse Weather Plan must be approved by DOM prior to the Operations Start Date.

5. Choice of NET ESRD Provider

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

6. Contractor as a NET ESRD Provider

It is not the intent of the NET Broker Program that the Contractor be a NET ESRD Provider in direct competition with other NET ESRD Providers. However, in the counties where there is an inadequate number of availability of NET ESRD Providers, to ensure available access for beneficiaries, the Contractor may be a NET ESRD Provider. The Contractor must obtain DOM approval prior to performing NET ESRD Provider functions.

7. Post-Transportation Authorization Requests

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

If DOM has received the beneficiary's application for Medical Assistance, but approval of the application has not been issued as of the date of service, the request for Post-Transportation Authorization must be received by the Contractor no later than ninety (90) days following the date of DOM's Notice of Decision approving the application.

If the beneficiary did not inform the NET ESRD Provider of his or her eligibility for Medical Assistance, the request for Post-Transportation Authorization must be received by the Contractor no later than three (3) months following the date of service, but will be considered for payment by the Contractor only if there is attached to the request a copy of the NET ESRD Provider's dated, private pay bill or collection correspondence, which was addressed and mailed to the beneficiary each month following the date of service.

Post-Transportation Authorization Requests shall be handled on a case-by-case basis when unforeseen and/or extenuating circumstances arise.

The Offeror shall submit a Post-Transportation Authorization Requests Policy in their proposal. The Contractor shall submit The Post-Transportation Authorization Requests Policy to DOM forty-five (45) calendar days prior to the operational phase of the contract for review and approval.

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

1.6.7 Beneficiary Adverse Benefit Determinations, Reconsiderations and State Fair Hearings

If a request for NET Services is received that meets one of the denial reasons listed below, the Contractor shall deny the request and record the reason(s) for the Adverse Benefit Determination (denial) in its information system on the same business day. The Contractor shall generate and mail Adverse Benefit Determination (denial) letters to beneficiaries no later than the next business day following the date the Adverse Benefit Determination (denial) decision was made. The Adverse Benefit Determination (denial) letter shall notify the beneficiary of the right to a reconsideration (Appeal made by the beneficiary to the Contractor) of the Adverse Benefit Determination (denial) by the Contractor. The Contractor shall allow the beneficiary twenty (20) calendar days from the day the letter was sent to the beneficiary to request reconsideration of the Adverse Benefit Determination (denial). The Contractor shall complete the reconsideration review within three (3) business day of receipt of the beneficiary's reconsideration request. The Contractor shall generate and mail reconsideration determination letters to beneficiaries no later than the next business day following the date the reconsideration determination was made. The reconsideration (Appeal made by the beneficiary to the Contractor) letter shall contain DOM approved language informing the beneficiary of his/her State Fair Hearing (administrative hearing for beneficiaries) rights with DOM, in compliance with 42 C.F.R. Part 431, Subpart E. If the beneficiary is dissatisfied with the reconsideration (Appeal made by the beneficiary to the Contractor) determination, the beneficiary has the right to a State Fair Hearing with DOM in accordance with 23 Miss. Admin. Code Pt. 300. DOM shall work with the

Contractor to develop DOM approved criteria for sending Adverse Benefit Determination (denial) and reconsideration (Appeal made by the beneficiary to the Contractor) notices. All letters must be submitted and approved by DOM at least thirty (30) calendar days prior to the operational phase of the contract. The letter shall set forth the Flesch-Kincaid, or other approved standard, readability scores at or below sixth (6th) grade reading level and the Contractor shall certify compliance therewith. The letter must use easily understood language and format in a font no smaller than twelve (12) point. The letter must be available in English and such other language as DOM may require at any time with proper notice to the Contractor. All costs of generating and sending denial notices shall be borne by the Contractor. DOM, in its sole discretion, may add, modify or delete Adverse Benefit Determination (denial) reasons without additional payment to the Contractor and without requirement of a contract amendment. In the event a beneficiary does not have sufficient information to arrange the transport and has to hang up and call back at a later time, the initial phone call with incomplete information will not be considered a trip denial for reporting purposes.

1.6.7.1 Adverse Benefit Determination (Denial) Reasons

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

1.6.8 Timeliness Requirements

Routine NET Services: The Contractor shall authorize and schedule routine NET Services for ninety-eight percent (98%) of all requests within three (3) business days after receipt of the request. Contractor shall authorize and schedule routine NET Services for one hundred percent (100%) of all requests within ten (10) business days after receipt of a request. The Contractor shall report these requirements to DOM via a monthly deliverable report.

Non-Routine NET Services: If the Contractor requires additional information in order to authorize a request, the Contractor shall pend the request (place the request on hold) and shall request the additional information within twenty-four (24) hours after receipt of the request. The Contractor shall specify the date by which the additional

information must be submitted. Timely requests by the Contractor for additional information shall stop the clock on the timeliness requirement. Once the Contractor receives the additional information in accordance with the specified date, the timeliness requirement to schedule the NET Service within three (3) days continues. If the additional information is not received by the date specified by the Contractor, the Contractor shall deny the request except NET Services to an appointment for chemotherapy, dialysis or high-risk pregnancy. In those instances, the Contractor shall authorize Single Trips and pursue receipt of necessary information to authorize a Standing Order.

1.6.9 Validation Checks

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

1.6.9.1 Pre-transportation

The Contractor shall conduct pre-transportation validation checks prior to authorizing the request for no fewer than three percent (3%) of the NET Services requests received in a month. The Contractor shall contact the Provider and verify that the beneficiary has an appointment for a Covered Medical Service. The Contractor shall not verify the medical necessity of an appointment. If the Contractor verifies with the Provider that no appointment exists, or that the service is not a Covered Medical Service, the Contractor shall record in its computer system the reason for the failed validation check, and the Contractor shall deny the request. If a pre-transportation validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer, the Contractor shall flag the request for a post-transportation validation check, and the attempt at validation shall not be counted toward the three percent (3%) pre-transportation validation check requirement. The Contractor shall report validation check findings to DOM, by NET ESRD Provider, via a quarterly deliverable report.

1.6.9.2 Post-transportation

The Contractor shall conduct post-transportation validation checks on no fewer than three percent (3%) of the NET Services requests received in a month. The Contractor shall contact the Provider and verify that the beneficiary had an appointment for a Covered Medical Service. The Contractor shall verify that the beneficiary received a Covered Medical Service. The Contractor shall not verify the necessity of the transportation or of the Covered Medical Service, but only that the service occurred. If the Contractor verifies with the Provider that there was no appointment, that the appointment was not kept or that the service was not a Covered Medical Service, the Contractor shall record in its computer system the reason for the failed validation check. If a post-transportation validation check cannot be completed because the call to the Provider resulted in a busy signal or no answer after three (3) attempts, the Contractor shall enter into its system information that will alert the Call Center Staff that any future requests to this specific Provider shall be validated before it can be authorized. The Contractor shall report validation check findings to DOM, by NET ESRD Provider, via a quarterly deliverable report.

1.6.9.3 Fixed Route

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

1.7 Vehicle Requirements

All vehicles used for transport must:

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

15. Be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex-free or other impermeable gloves and sterile eyewash.
16. Contain a current map or GPS system of the applicable geographic area with sufficient detail to locate Beneficiary and provider addresses.
17. Be equipped with an appropriate working fire extinguisher stored in a safe, secure location.
18. Have insurance coverage for all vehicles at all times in compliance with state law and any county or city ordinance.
19. Be equipped with a "spill kit" that includes liquid spill absorbent, latex-free or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
20. Be in compliance with applicable Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation.

1.7.1 NET Broker Vehicle Requirements

The NET Broker must:

1. Ensure NET ESRD Providers maintain all vehicles in accordance with or exceeding local, state and federal requirements, the requirements of this RFP and Title 23 of the Mississippi Administrative Code and the manufacturer's safety mechanical operating, and maintenance standards and inspect vehicles for compliance during scheduled biannual vehicle inspections.
2. Supply NET ESRD Providers with a copy of the ADA vehicle requirements and inspect the vehicles for compliance during scheduled biannual vehicle inspections.
3. Have in its network NET ESRD Providers with the capability to perform bariatric transports of beneficiaries up to eight hundred (800) pounds.
4. Maintain documentation on the lifting capacity of each vehicle in its network to timely schedule transports for beneficiaries requiring a lift.
5. Require all vehicles in a NET ESRD Provider's fleet have a real-time link via a phone or two-way radio. Pagers are not acceptable as a substitute.
6. Test all communication equipment during regularly scheduled vehicle inspections.
7. Inspect all NET ESRD Provider vehicles prior to the Operations Start Date and at least every six (6) months thereafter.
8. Place the DOM approved inspection sticker on the outside of the passenger side rear window upon completion of a successful inspection. The contractor shall obtain DOM approval of the inspection sticker thirty (30) calendar days prior to use.
9. Maintain records of biannual inspections and make them available to DOM via a quarterly deliverable report.

1.7.2 Wheelchair Lifts

Each Wheelchair Vehicle with a mechanical lift must have an engine-wheelchair lift interlock system, which requires the transmission to be placed in park, and emergency brake engaged to prevent vehicle movement when the lift is deployed.

All wheelchair lifts must meet current ADA guidelines. The Contractor shall inspect these requirements during the biannual vehicle inspections.

1.7.3 Wheelchair Securement Devices

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

1.8 Driver Requirements

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

1. The Contractor must require all NET ESRD Providers comply with Mississippi law regarding criminal background checks, including but not limited to, fingerprinting and verifying the driver is not listed on the Mississippi Sex Offender Registry and ensure excluded persons or entities are not paid any state or federal funds.

2. Drivers must:
   a. Abide by state, federal and local laws.
   b. Be at least 18 years of age and have a current valid driver license to operate the assigned vehicle.
   c. Be courteous, patient and helpful to all passengers.
   d. Be neat and clean in appearance.
   e. Wear a visible, easily read nametag which identifies the employee and the employer.
   f. Provide an appropriate level of assistance to a beneficiary when requested or when necessitated by the beneficiary's mobility status or personal condition, including Curb-to-Curb, Door-to-Door and Hand-to-Hand assistance, as required.
   g. Confirm the beneficiary is safely inside the residence or facility before departing the drop-off point.
   h. Be responsible for properly securing any mobility devices used by the beneficiary.
   i. Assist beneficiaries in the process of being seated, confirm all seat belts are fastened properly and all passengers are safely and properly secured.
   j. Park the vehicle in a safe location out of traffic if a beneficiary or other passenger's behavior or any other condition impedes the safe operation of the vehicle, notify the dispatcher and request assistance.
   k. Prevent the beneficiary from crossing streets to reach the entrance of their destination.
   l. Must provide verbal directions to passengers, as appropriate.
   m. Notify the NET ESRD Provider immediately to report an emergency such as an accident and/or incident or vehicle breakdown to arrange for alternative transportation for the beneficiaries on board. The NET ESRD Provider must report all accidents/incidents and breakdowns to the Broker.
   n. Report all no-shows immediately to the NET ESRD Provider and the NET ESRD Provider must notify the NET Broker so the authorization can be cancelled.

3. Drivers must not:
   a. Leave a beneficiary unattended at any time.

b. Use alcohol, narcotics, illegal drugs, or prescription medications that impair their ability to perform.
c. Smoke in the vehicle, at any time or smoke while assisting a beneficiary or in the presence of the beneficiary. Beneficiaries or their adult attendant cannot smoke in the vehicle.
d. Wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones which can only be used for communication with the NET ESRD Provider or to call 911 in an emergency.
e. Touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt or as necessary to render first aid or assistance which the driver has been trained.

4. Drivers must be removed from NET ESRD service if they:
   a. Fail an annual random drug test;
   b. Are convicted of two (2) moving violations or accidents related to transportation provided under the NET Broker Program; or
   c. Have a suspended or revoked driver's license for moving traffic violations in the previous five (5) years.

1.8.1 NET Broker Driver Requirements

The NET Broker must:

1. Ensure NET ESRD Providers employ Drivers in accordance with or exceeding local, state and federal requirements, the requirements of this RFP and Title 23 of the Mississippi Administrative Code.
2. Supply NET ESRD Providers with a copy of the Driver requirements and inspect the NET ESRD Provider employee records for compliance during scheduled biannual inspections.
3. Inspect all NET ESRD Provider employee records prior to the operational start date and at least every six (6) months thereafter.
4. Maintain records of biannual inspections and make them available to DOM via a quarterly deliverable report.

1.9 Vehicle and Driver Noncompliance Procedures

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

1. The vehicle or driver may be returned to service only after the NET Broker verifies the deficiencies have been corrected and has notified DOM prior to returning the vehicle or driver to service.
2. Any actions taken to remedy deficiencies shall be documented and become a part of the vehicle's and the driver's permanent records and may be requested by DOM at any time.

1.10 Provider Daily Trip Logs

The Contractor shall require that drivers employed by NET ESRD Providers shall maintain daily trip logs containing, at a minimum, the information listed below. Fixed Route transportation is excluded from this requirement. The Contractor will make these trip logs available to DOM upon request, within five (5) business days.

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

1.11 Trip Manifests

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

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

If the Contractor sends a trip manifest to a NET ESRD Provider less than forty-eight (48) hours before the pick-up time, the Contractor shall also contact the NET ESRD Provider by telephone or electronically to confirm that the trip will be accepted. The Contractor shall include provisions regarding these requirements in any subcontracts with NET ESRD Providers. The Contractor shall make trip manifests available to DOM upon request within five (5) business days.

1.12 Real Time Communication

The Contractor shall require that every vehicle in a NET ESRD Provider's fleet has a real-time link, phone or two-way radio. Pagers are not acceptable as a substitute. In its Proposal, the Contractor shall detail the communication equipment that will be used to fulfill the requirements of the Contract, including how communication among beneficiaries, Contractor, NET ESRD Providers and Drivers will be managed to ensure that there are no delays in services or in emergency relief. The Contractor shall list by name the Key Personnel who will be responsible for Real Time Communication efficiency.

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

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

1.13 Monitoring Plan

The Contractor shall develop and implement a plan for monitoring NET ESRD Providers' compliance with all applicable local, State and Federal laws and regulations. The Contractor shall ensure that NET ESRD Providers comply with the requirements of this RFP, Title 23 of the Mississippi Administrative Code, the terms of their contracts and all NET ESRD Provider-related requirements of the Contract, including driver requirements, vehicle requirements, complaint resolution requirements and the delivery of courteous, safe, timely and efficient transportation services. Monitoring activities performed by the NET Broker shall include, but are not limited to:

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

The Contractor shall have written procedures for ensuring the above monitoring plan criteria are met. The Contractor shall have written procedures for ensuring that an appropriate corrective action is taken when a NET ESRD Provider furnishes inappropriate or substandard services, when a NET ESRD Provider does not furnish services that should have been furnished, or when a NET ESRD Provider is out of compliance with federal or State laws or regulations. The monitoring plan shall be submitted to DOM forty-five (45) calendar days prior to the operational phase of the contract and approved by DOM prior to use. The Contractor shall report to DOM on monitoring activities, monitoring findings, corrective actions taken and improvements made by the NET ESRD Providers, via a monthly deliverable report.

Every six (6) months, the Contractor shall conduct a beneficiary satisfaction survey regarding the NET Brokerage Program. In its Proposal, Contractor shall explain in detail how the surveys will be conducted. The initial six (6) month period shall be the first six (6) months during which Contractor delivers NET Services. The format, sampling strategies and questions of the survey shall be submitted to DOM forty-five (45) calendar days prior to the operational phase of the contract and shall be approved by DOM prior to use. DOM may specify questions that are to appear in the survey. The survey topics shall include, but are not limited to:

a. Confirmation of a scheduled trip;
b. Driver, NET ESRD Provider and Contractor staff courtesy;
c. Driver and attendant assistance, when required;
d. Overall Driver behavior;
e. Driver safety and operation of the vehicle;
f. Condition, comfort and convenience of the vehicle; and
g. Punctuality of service.

The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which Contractor's staff and the NET ESRD Provider's staff interacted with beneficiaries. The survey responses received, Contractor's analysis of those responses and any resulting corrective action plans, shall be submitted to DOM no later than sixty (60) calendar days after the surveys are taken.

The Offeror's Proposal shall describe in detail the Offeror's approach to and experience with customer satisfaction surveys, various methods of measuring customer satisfaction and its plans, for surveying specific populations such as beneficiaries with disabilities, family members of beneficiaries, facilities and Providers.

1.14 Call Center Requirements

1.14.1 Call Center Location and Hours of Operation

The Contractor shall maintain a Call Center within Hinds, Madison or Rankin County, Mississippi, subject to approval by DOM. The Call Center shall include at least one statewide toll-free telephone number for receipt of requests for NET Services, a separate statewide toll-free telephone number for all beneficiaries to call if their ride is more than fifteen (15) minutes late and a separate statewide toll-free telephone number for NET ESRD Provider Complaints and Grievances. The numbers shall be answered by live operators Monday through Friday, 7:00 a.m. to 6:00 p.m. Central Standard Time including State holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Calls placed during hours that the Call

Center is not open shall receive a voice message, in English, stating the hours of operation and advising the caller to dial "911", or the appropriate emergency number, if there is an emergency. The Contractor may also route calls placed during hours that the Call Center is not required by DOM to be open to any call center operated by Contractor staff in any location in the United States of America. The Contractor may never route calls outside of the United States of America. The Contractor shall train staff on using services offered by Mississippi Relay for callers who are deaf, hard-of-hearing, deaf-blind or speech disabled. The Contractor shall propose an alternate Call Center protocol for non-English speaking or non-verbal beneficiaries. The Contractor shall release and transfer the toll-free telephone number(s) to DOM or a successor Contractor upon termination of the Contract.

1.14.2 Language Requirements

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

1.14.3 Customer Care

The Contractor shall ensure that it has written policies describing beneficiary rights and protections in accordance with Federal and State laws and regulations and DOM policies, as applicable. The Contractor shall ensure its Call Center Staff treats each caller with respect and with due consideration of his or her dignity, and right to privacy and confidentiality. The Contractor shall process all incoming telephone inquiries regarding NET Services in a timely, responsive and courteous manner. Telephone staff shall greet callers and shall identify the Contractor and themselves by name when answering. The Contractor shall record calls received at the Call Center and monitor no less than three percent (3%) of calls per month for compliance with customer care guidelines. The Contractor will report the findings of these audits to DOM via quarterly deliverable report. The Contractor will make recordings available to DOM upon request within five (5) business days.

1.14.4 Automatic Call Distribution System

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

1. The number of incoming calls.
2. The number of calls answered.
3. The average time to answer a call.
4. The number of abandoned calls during the wait in queue for interaction with Call Center Staff.
5. The average abandonment time.
6. The highest abandonment call time.
7. The average talk time.
8. The identity of the Call Center Staff member taking the call and authorizing the request.
9. The daily percentage of abandoned calls and calls answered.
10. The number of available operators by time of day and day of week, in hourly increments.

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

1.14.5 Data Analysis

The Contractor shall analyze data collected from its phone system as requested by DOM and as necessary to perform quality assurance and quality improvement, fulfill the reporting and monitoring requirements of the Contract; and ensure adequate staffing. Upon DOM's request, the Contractor shall document compliance in these areas. All data analysis requests must be completed and submitted to DOM within twenty (20) business days of request.

1.14.6 Multiple Queues

The Contractor shall route incoming calls to multiple areas of operation, including an English-speaking beneficiary queues and Provider queues. DOM, in its sole discretion, may require additional queues with written notice to the Contractor, but without making additional payment to the Contractor and without requirement of a Contract Amendment. The Contractor shall obtain DOM approval thirty (30) calendar days prior to implementing any queue not required by DOM.

1.14.7 Sufficient Resources

The Contractor shall maintain sufficient equipment and Call Center Staff to ensure that, on a monthly basis:

1. The ACD is programmed to answer all calls within three (3) rings;
2. The average queue time after the initial automatic voice response is three (3) minutes or less;
3. The average abandonment rate is no more than five percent (5%);
4. All reporting criteria in this RFP or as directed in Title 23 of the Mississippi Administrative Code are captured or met;
5. Sufficient qualified staff are available on-site to communicate with callers who speak English and an interpreter telephone service, or other proposed method, is available for callers who speak other languages;
6. The Contractor shall record all incoming calls for quality control, program integrity and training purposes. The Contractor shall provide prior notification to the caller that the conversation will be recorded. Contractor shall maintain the recordings for up to twelve (12) months, at the direction of DOM;
7. The Contractor shall record calls received at the Call Center and monitor no less than three percent (3%) of calls for compliance with customer care guidelines. The Contractor shall use this monitoring to identify problems or issues, for quality control and training purposes. The Contractor shall document and retain results of this monitoring and subsequent training and will report the findings of these audits to DOM via quarterly deliverable report.
8. In the event of a power failure or outage, the Contractor shall have a back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of data collection identified in this proposal. The Contractor shall notify DOM immediately when its phone system is on an alternative power source or is inoperative. Contractor shall have a manual back-up procedure to allow it to continue to take requests if its computer system is down.

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

1.14.8 Web-Based Reservation Options

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

1.15 NET ESRD Provider Manual

The Contractor shall develop and maintain a NET ESRD Provider Manual. The NET ESRD Provider Manual shall be available on the Contractor's public website and provided to all NET ESRD Providers. The Contractor's NET ESRD Provider Manual shall contain all policies and procedures for the NET Brokerage Program. Upon DOM request, the Contractor shall include a section in the NET ESRD Provider Manual that summarizes the types and frequency of monitoring and deliverable reports that DOM requires from the Contractor. The Contractor shall work closely with DOM on the development of the NET ESRD Provider Manual, and must obtain DOM approval prior to release of the NET ESRD Provider Manual. The Contractor shall submit the proposed NET ESRD Provider Manual to DOM no less than thirty (30) calendar days prior to the operational phase of the contract for review and approval. The Manual shall be reviewed, updated and distributed to all NET ESRD Providers each year on the anniversary of the Contract start date between the Contractor and the NET ESRD Provider and whenever significant changes in operation are made, as determined by DOM. Updates and changes must be approved by DOM before distribution. DOM shall notify the Contractor in writing if a modification is required, and the Contractor shall incorporate any modifications within ten (10) business days after such notification.

The Contractor shall submit a draft of the NET ESRD Provider Manual with the Contractor's Proposal. The Contractor shall submit a final completed Manual to DOM for approval no later than ten (10) calendar days prior to the operational phase of the contract. The Contractor shall not begin operations without a DOM approved NET ESRD Provider Manual. The Manual shall include, at a minimum, the following:

1. NET ESRD Provider enrollment and participation requirements;
2. NET ESRD Provider file maintenance and record keeping requirements;
3. Standard reimbursement requirements;
4. Covered and Non-Covered Services;
5. References to Title 23 of the Mississippi Administrative Code and other relevant State, Federal and local regulations;
6. Vehicle requirements;
7. Driver Requirements;
8. Inspection protocols and requirements;

9. NET ESRD Provider Complaint and Grievance process;
10. Claims Appeal process;
11. Limitations and considerations of NET Services to Covered Medical Services; and
12. Accident and Incident reporting procedures.

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

1.16 Education Plan

The Contractor shall develop and implement a plan for informing and educating beneficiaries, local human service agencies, NET ESRD Providers and Providers in the State about the NET Brokerage Program. The Contractor shall provide written and verbal instructions to adequately educate beneficiaries, local human service agencies, NET ESRD Providers and Providers in the State. The education plan shall emphasize the availability of NET Services, eligibility for these services, Standing Orders, medical documentation of need and how to request and use NET Services. At least forty-five (45) calendar days prior to the operational phase of the contract, the Contractor shall submit the plan to DOM for review and approval. At least thirty (30) calendar days prior to the operational phase of the contract, the Contractor shall mail, at Contractor's expense, written materials to inform and educate beneficiaries, local human service agencies, NET ESRD Providers and Providers in the State about the NET Brokerage Program. All written materials developed by the Contractor shall require DOM prior approval before dissemination. All written material provided to beneficiaries including, but not limited to, all marketing materials, plan booklets, descriptions and information, instructional materials, policies and procedures, notices and handbooks must meet the following requirements:

1. Documents shall be comprehensive yet written to meet a Flesch-Kincaid, or other DOM-approved standard, total readability level at or below the sixth (6th) grade level of reading comprehension. Materials must set forth the Flesch-Kincaid, or other approved standard, score and certify compliance therewith. These requirements shall not apply to language that is mandated by Federal or State laws, regulations or agencies.

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

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

4. Documents shall be available in alternative formats and electronically by the Contractor upon request and in an appropriate manner that takes into consideration the special needs of those, who for example, are visually limited.

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

6. Beneficiary information may not be provided electronically unless the following conditions are met:

   a. The format is readily accessible;

   b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;

   c. The information is provided in an electronic form which can be electronically retained and printed; and

   d. The beneficiary is informed that the information is available in paper form without charge upon request and provides it upon request within 5 business days.

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

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

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

DOM will provide the Contractor with a listing of beneficiaries, local human service agencies, NET ESRD Providers and Providers in the State and addresses. The Offeror's Proposal shall include an overview of the Offeror's plan for informing and educating beneficiaries, local human service agencies, NET ESRD Providers and Providers in the State about the NET Brokerage Program. The education plan as outlined in this section is a separate requirement from the NET ESRD Provider and Medical Provider Training as outlined in section 1.18 of the RFP.

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

The Contractor shall hold an educational event six (6) months after the start date of the Contract and at minimum an annual educational event thereafter for NET ESRD Providers to which DOM is invited to participate. Any material (PowerPoint slides, handouts, flyers) shall be submitted to DOM ten (10) business days prior to the education event and approved by DOM prior to the event.

1.17 Non-Compliant Beneficiaries

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

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

The Contractor shall have a DOM approved education policy and transportation options for beneficiaries whose behavior en route threatens the safety of the beneficiary, driver or other passengers. The education policy and transportation options for beneficiaries must be approved by DOM forty-five (45) calendar days prior to the operational phase of the contract.

The Contractor shall maintain a record of beneficiaries for whom transportation options are imposed and present this information to DOM via a quarterly deliverable report. The Contractor shall not deny services due to non-compliance with the established policies and procedures of the NET Brokerage Program.

1.18 NET ESRD Provider and Medical Provider Training

The Offeror's Proposal shall include an overview of the Offeror's plan to educate NET ESRD Providers and Medical Providers, including information on training sessions, training materials, ongoing meetings with NET ESRD Providers and Medical Providers and continuing education. A separate proposed training program shall be submitted in the Offeror's Proposal for NET ESRD Providers and Medical Providers. The Contractor shall submit its final plans for educating NET ESRD Providers and Medical Providers at least thirty (30) calendar days prior to the Operational Start Date. No later than fifteen (15) business days prior to the Operational Start Date, the Contractor shall conduct NET ESRD Provider and Medical Provider training sessions in at least five (5) geographically diverse locations throughout the state. DOM must prior approve these training locations, training material and content. DOM may participate in these trainings. The Contractor shall arrange the training sessions, and all costs of the training sessions shall be borne by the Contractor. The training program shall educate and train NET ESRD Providers regarding the NET Brokerage Program and train Medical Providers regarding requests for transportation, Standing Orders and documentation of need from Provider. The Contractor shall perform additional NET ESRD Provider or Medical Provider training as requested by DOM at no additional cost to DOM. The education plan as outlined in 1.16 is a separate requirement from NET ESRD Provider and Medical Provider Training as outlined in this section of the RFP.

1.19 Operations Procedures Manual

The Contractor shall develop an Operations Procedures Manual detailing all procedures to be used in scheduling and delivery of NET Services. This manual shall be submitted to DOM for review at least forty-five (45) days prior to the operational phase of the contract. The Operations Procedures Manual must be approved by DOM prior to the Operational Start Date. The Contractor shall not begin operations without a DOM approved Operations Procedures Manual. The Contractor shall provide DOM with three (3) bound copies of the DOM approved Operations Procedures Manual prior to the Operational Start Date. DOM may require modification to the Operations Procedures Manual at any time, and shall notify the Contractor in writing of the required modification(s). The Contractor shall modify the Operations Procedures Manual within ten (10) business days of DOM's written notification. The Contractor shall provide a copy of the Operations Procedures Manual to all Contractor staff and shall incorporate it into all training programs for new employees.

1.20 Beneficiary and Medical Provider Complaint Resolution Process

The Contractor shall establish and maintain a protocol for reviewing and handling complaints made by a beneficiary, beneficiary representative or Medical Provider. The Contractor shall submit the Complaint Resolution Protocol for beneficiaries and Medical Providers to DOM thirty (30) calendar days prior to the operational phase of the contract for DOM review and approval. Each complaint shall be assigned a unique tracking number and provide sufficient details necessary to track complaints regarding individual service personnel. The Contractor shall respond to a complainant within one (1) business day after receipt of a complaint. The Contractor shall provide the complainant with an update of its review of the complaint within ten (10) business days. All complaints must be deemed substantiated or unsubstantiated within thirty (30) calendar days. The beneficiary, beneficiary representative or Medical Provider shall be allowed fifteen (15) calendar days to request a review of the decision by the Contractor. Failure to request a review within fifteen (15) calendar days shall be a waiver of the beneficiary, beneficiary representative or Medical Provider's right to request a review.

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

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

DOM has the authority to overturn the Contractor's decision regarding disposition of the complaint. If DOM overturns the Contractor's decision, the Contractor shall notify the beneficiary and/or Medical Provider and the NET ESRD Provider of DOM's decision; the Contractor must abide by DOM's final decision. The Contractor shall review the Beneficiary and Medical Provider Complaint Resolution Protocol at regular intervals, and shall notify DOM if it an amendment to the Protocol is necessary. The Contractor shall amend the process only with the prior written consent of DOM.

1.21 NET ESRD Provider Complaint Resolution Process and Claims Appeals

The Contractor shall establish and maintain, in accordance with the requirements specified in this section, a protocol for reviewing and handling complaints made by NET ESRD Providers (complaints regarding claims denials are considered a separate protocol and should be handled in accordance with the Contractors NET ESRD Provider Claims Appeal Protocol). The Contractor shall submit the Complaint Resolution Protocol to DOM thirty (30) calendar days prior to the operational phase of the contract for review and approval. The procedures shall provide for prompt resolution, and ensure the participation of individuals who have authority to require corrective action. The Contractor shall attempt to resolve any complaint in accordance with the Complaint Resolution Protocol. The Contractor shall work with all parties, and DOM, as necessary, to resolve the complaint.

Each complaint shall be assigned a unique tracking number. The Contractor shall respond to a complainant within one (1) business day after receipt of a complaint. The Contractor must provide the complainant with an update of its review of the complaint within ten (10) business days. All complaints must be deemed substantiated or unsubstantiated within thirty (30) calendar days. The NET ESRD Provider shall be allowed fifteen (15) calendar days to request a review of the decision by the Contractor. Failure to request a review within fifteen (15) calendar days shall be a waiver of the NET ESRD Provider's right to request a review. Complaint resolution information shall be provided to DOM via monthly and quarterly deliverable reports. Complaint information shall be provided to DOM via monthly and quarterly deliverable reports and shall include, at a minimum:

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

DOM has the authority to overturn the Contractor's decision regarding disposition of the complaint. If DOM overturns the Contractor's decision, the Contractor shall notify the beneficiary and/or Medical Provider and the NET ESRD Provider of DOM's decision; the Contractor must abide by DOM's final decision. The Contractor shall review the NET ESRD Provider Complaint Resolution Protocol at regular intervals, and shall notify DOM if it an amendment to the Protocol is necessary. The Contractor shall amend the process only with the prior written consent of DOM.

The Contractor shall obtain signed agreements from all NET ESRD Provider's signifying that the NET ESRD Provider has read and understands the process outlined in the Complaint Resolution Protocol. The agreement must outline the complaint process. The Contractor shall obtain NET ESRD Provider signed agreement forms upon contract with the NET ESRD Provider. The Contractor shall require all NET ESRD Provider's sign an updated agreement when an amendment is made to the process. The signed agreement specific to each provider shall be made available to DOM within one (1) business day upon DOM request. Failure by the Contractor to provide DOM the provider specific signed agreement may result in liquidated damages as outlined in section 1.33.2 of the RFP. The Contractor shall submit a draft agreement form to DOM for review and approval thirty (30) calendar days prior to the operational phase of the contract.

The Contractor shall establish and maintain a protocol for reviewing and handling complaints made by NET ESRD Providers regarding claims denials. This process shall be outlined in the Contractors NET ESRD Provider Claims

Appeal Protocol. The Contractor shall obtain NET ESRD Provider signed agreement forms upon contract with the NET ESRD Provider signifying that the NET ESRD Provider has read and understands the process outlined in the NET ESRD Provider Claims Appeal Protocol. The agreement must outline the complaint process regarding NET ESRD Provider claims denials. The Contractor shall obtain updated agreements from the NET ESRD Providers when an amendment is made to the process. The signed agreement specific to each provider shall be made available to DOM within one (1) business day upon DOM request. Failure by the Contractor to provide the provider specific signed agreement may result in liquidated damages as outlined in section 1.33.2 of the RFP. The Contractor shall submit this agreement form to DOM for review and approval thirty (30) calendar days prior to the operational phase of the contract. The Contractor shall review its NET ESRD Provider Complaint and Grievance resolution process regarding claims denials at regular intervals, and shall notify DOM if an amendment to the process is necessary. The Contractor shall amend the process only with the prior written consent of DOM.

1.22 Data Systems Requirements

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

1.22.1 Data Extract Files

Daily, DOM shall provide the Contractor with Recipient Extract Files. The recipient extract file will contain eligibility information for all persons enrolled in the Medicaid Program who are eligible to receive NET benefits. The Contractor shall upload the Daily Recipient Extract Files within one (1) business day after receipt.

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

1.22.2 Data Capture and Encounter Data

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

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

The Contractor shall submit complete, accurate and timely Encounter Data including but not limited to individual trip claims to the DOM's Fiscal Agent monthly by the fifth (5th) business day of the following month in which the

claims were processed (paid, amended or denied) allowing DOM to monitor the program. The Contractor shall submit encounter data according to standards and formats as defined by DOM. Encounter Data consists of a separate record, each time a beneficiary has an Encounter with a NET ESRD Provider and the NET ESRD Provider submits a claim for services rendered. All Encounter Data must be submitted to the Division's Fiscal Agent by the Contractor. DOM will not accept any Encounter Data submissions or correspondence directly from any subcontractors, and DOM will not forward any electronic media reports or correspondence directly to a subcontractor.

The Contractor shall maintain appropriate systems and mechanisms to obtain all necessary data from its NET ESRD Providers or Subcontractors to ensure its ability to comply with the Encounter Data reporting requirements as specified by DOM. The failure of a NET ESRD Provider or Subcontractor to provide the Contractor with necessary Encounter Data shall not excuse the Contractor's non-compliance with this requirement. DOM may impose liquidated damages under Section 1.33.2, Liquidated Damages, of this Contract for non-compliance. When DOM or its Fiscal Agent rejects a file of Encounter Data, the resubmittals of rejected files must be resubmitted with all of the required data elements in the correct format by the Contractor within fourteen (14) calendar days from the date the Contractor received the rejected file. DOM may impose liquidated damages under Section 1.33.2, Liquidated Damages, of this Contract for non-compliance. The Contractor must make an adjustment to Encounter Data when the Contractor discovers the data is incorrect, no longer valid, or some element of the claim not identified as part of the original claim needs to be changed. If DOM or its Fiscal Agent discovers errors or a conflict with a previously adjudicated encounter claim the Contractor shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by DOM. DOM may impose liquidated damages under Section 1.33.2, Liquidated Damages, of this Contract for non-compliance. Contractor compliance shall be dependent upon DOM's Fiscal Agent's ability to modify the Mississippi Enterprise System/Mississippi Medicaid Information System to accept Encounter Data from the Contractor. DOM shall not assess liquidated damages to the Contractor for DOM's Fiscal Agent's inability to modify the Mississippi Enterprise System/Mississippi Medicaid Information System to accept Encounter Data from the Contractor.

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

1.22.3 Audit

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

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

DOM shall conduct scheduled quarterly on-site field audits and reviews. DOM shall conduct random onsite reviews of the Contractors operations and NET ESRD Provider field audits to monitor Contractor performance.
There will be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness, or timeliness of services and reasonableness of their costs.

Pursuant to 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

1.22.4 Web-based Inquiry System

The Contractor shall establish and maintain a secure web-based inquiry system for NET ESRD Providers to access NET Services trip authorization information. This system shall provide access to the current status of all trip requests. The Contractor shall update these records as soon as possible. The Contractor shall provide technical assistance and training to NET ESRD Providers regarding use of the web-based inquiry system.

The web-based inquiry system shall conform to DOM's security requirements including, but not limited to, the following:

1. HIPAA Privacy Guidelines
2. HTTPS Web Page
3. 128-Bit Encryption
4. User Authentication and Authorization
5. Web-based screens shall conform to the requirements for readability set forth in the Americans with Disabilities Act (ADA). At a minimum, the screens shall provide the following information:
   a. Summary of Trips for a Date Range
   b. Summary of Trips by a beneficiary for a Date Range
   c. Details of Trips by Request Tracking Number.

The Offeror shall provide examples of the system in the proposal.

1.23 Business Continuity and Disaster Recovery Plan

The Offeror shall provide in its Proposal a Business Continuity and Disaster Recovery Plan that shall detail the steps the Contractor will take to enable the Contractor to continue to meet all requirements of the Contract in the event of a failure of DOM's or the Contractor's data, communication or technical support systems. The plan shall include processes for backup of the Contractor's data systems, phones and electronic media records in an appropriate location that is protected against fire, theft or disaster. The Contractor shall ensure that its back-up system minimizes the potential for loss of data. The Contractor shall present the plan to DOM for review and approval thirty (30) calendar days prior to the contract start date and January 1st thereafter. The Contractor shall perform a test January 1st of each year and provide DOM the result and the remediation plan within thirty (30) calendar days. The Contractor will review and update the Business Continuity Plan and Disaster Recovery Plan January 1st of each year.

1.24 Implementation Work Plan

The Offeror shall propose an Implementation Work Plan to be maintained throughout the implementation period that includes all tasks required to successfully begin operation of the NET Brokerage Program. The Implementation Work Plan shall be sufficiently detailed to satisfy DOM that the work will be performed in a logical sequence, in a timely manner and with an efficient use of resources. The Contractor shall submit the final Implementation Work Plan electronically and hard copy to DOM for review and approval no later than seven (7)

calendar days after the date the Contract is awarded to Contractor. The Implementation Work Plan shall include timeframes, milestones for each task during the implementation phase of the contract and names of Contractor staff members who will be responsible for each task during the implementation phase.

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

1. Acquisition of office space, furniture and telecommunications, computer equipment, including software and installation of utilities;
2. Hiring and training of central office staff, Call Center staff and service staff;
3. Recruitment and contracting of NET ESRD Providers;
4. Verification that NET ESRD Provider vehicles meet Contract standards, including inspection and certification requirements;
5. Verification that drivers meet Contract standards;
6. Testing of daily operational requirements, including, but not limited to, Call Center, dispatch and real time communications with drivers, to ensure that all components are functioning adequately prior to DOM's Readiness Review;
7. Installation of trip scheduling, reservation and dispatch systems;
8. Beneficiary, NET ESRD Provider and Medical Provider education; and
9. Development of required deliverables, including reports, Operations Procedure Manual, NET ESRD Providers Manual, eligibility file requirement, utilization data submission procedures, quality assurance plan, business continuity and disaster recovery plan.
10. All material required for submission and approval by DOM prior to the operational phase of the contract

1.25 Readiness Review

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

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

1. The Contractor's Information Systems Screen Prints and Logic;
2. The Contractor's Brokerage Process, including authorization, scheduling, dispatch, coordination, management, generation of denial letters and reimbursement process;
3. The Contractor's Validation Plan;
4. The Contractor's Business Continuity Plan and Disaster Recovery Plan;
5. The Contractor's Final Beneficiary and Medical Provider Complaint Resolution Protocol (see 1.20);
6. The Contractor's Final NET ESRD Provider Complaint Resolution and Protocol and Claims Appeals (see 1.21);

7. Verification that education of beneficiaries, NET ESRD Providers, Medical Providers, and other agencies occurred;
8. Proof of the Contractor's NET ESRD Provider network sufficiency;
9. Proof of compliance with vehicle and driver requirements;
10. The Contractor's Vehicle Inspection Plan;
11. The Contractor's NET ESRD Provider's Manual;
12. The Contractor's Operations Procedures Manual; and
13. The Contractor's reporting capabilities.

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

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

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

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

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

Ten (10) business days prior to the scheduled Operations Start Date, the Contractor shall begin taking calls for requests for NET Services that are scheduled to be provided on or after the scheduled Operations Start Date. Per this RFP, no payment for services prior to the Implementation Date will be made.

1.26 Quality Assurance Plan

At least thirty (30) calendar days prior to the Operations Start Date, the Contractor shall submit a final Quality Assurance Plan to DOM for its review and approval. The Quality Assurance Plan shall include at least the following:

1. The Contractor's procedures for certification that all NET Services paid for are properly authorized and actually rendered;
2. The Contractor's plan to develop safeguards against fraud or abuse by NET ESRD Providers, Medical Providers, beneficiaries and Contractor staff and fulfill DOM reporting requirements regarding such activity;
3. The Contractor's agreement to indemnify DOM against any causes of actions or claims of payment brought by NET ESRD Providers or beneficiaries;
4. The Contractor's plan to ensure that NET ESRD Providers meet standards for vehicle maintenance, operation, and inspection; driver qualifications and training; Complaint Resolution and Grievance Process; and delivery of courteous, safe and timely NET Services; and
5. DOM reserves the right to make quality assurance reviews on services provided by the Contractor under the Contract anonymously and without advance notice.

1.27 Contract Close Out and Turnover Procedure

1.27.1 Turnover Plan

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

1.27.2 Turnover Notification and Turnover Period

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

1.27.3 Specific Closeout Requirements

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

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

1.27.4 Agency Access

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

1.27.5 Specific Turnover Requirements

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

1. Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Contractor prior to 11:59 p.m. Central Standard Time on the termination date of the Contract and that have not been transmitted to DOM for processing.

2. Information including, but not limited to, the number, the review status and the completion date of all transportation that was scheduled, authorized or provided by Contractor prior to 11:59 p.m. Central Standard Time on the termination date of the Contract and that DOM returned to Contractor as unprocessed with an error code.

3. Information on any other deliverables that are pending as of 11:59 p.m. Central Standard Time on the termination date of the Contract, including, but not limited to, any outstanding reports, the status of any unresolved complaints or grievances, and the status of any DOM Appeal hearings that have been scheduled or are in process.

1.27.6 Contractor Response to Questions

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

1.27.7 Turnover Meetings

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

1.27.8 Payment for Turnover

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

1.28 Reporting Requirements

The Contractor shall provide DOM with the reports specified in this RFP in a format that will be provided by DOM prior to the Implementation Date. Report formats may include paper reports or data files. The Contractor shall provide additional reports or make revisions in the data elements or format upon the request of DOM, without additional charge to DOM and without a contract amendment. Upon request of DOM, the Contractor shall supply the underlying data to support any report submitted. The data shall be in a mutually agreed upon electronic file format. DOM may add or delete reports to be submitted without requiring a Contract amendment. Failure to meet the timeliness standard set forth for each report may, at the sole discretion of DOM, result in the assessment of liquidated damages as specified in section 1.33.2 this RFP.

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

- 1.3
- 1.4.1
- 1.4.2
- 1.4.4
- 1.5
- 1.6.2
- 1.6.6
- 1.6.8
- 1.6.9
- 1.6.9.1
- 1.6.9.2
- 1.6.9.3
- 1.7.1
- 1.8.1
- 1.13
- 1.14.3
- 1.14.4

- 1.14.7
- 1.14.8
- 1.17
- 1.20
- 1.21

Unduplicated Riders by Level of Service Report

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

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

Quarterly Suspected Fraud, Abuse and/or Misuse Summary Report

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

Annual Report

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

1.29 Qualifications of the Offeror

The Offeror must have the qualifications necessary to perform the Contract, including education, experience and technical ability. The Offeror must have a minimum of ten (10) years' experience in providing or brokering transportation services. The Offeror shall have experience recruiting NET ESRD Providers.

The Offeror shall provide references from all nongovernmental business clients for the immediate past three (3) years. The Offeror shall include references from all governmental entities with which the Offeror has ever done business, or is currently doing business.

The Offeror shall employ personnel solely dedicated to this project who have the expertise to address all operations, policy, telecommunications and data system requirements of the Contract. The Offeror shall employ experienced Management and staff and shall possess the necessary equipment to perform all brokerage and reporting functions specifically required in the Contract and required to fulfill the intent of the NET Brokerage Program.

The Offeror shall have up-to-date knowledge and understanding of the NET Brokerage Program and NET Services in general, including but not limited to requirements found in the Mississippi State Plan, Title 23 of the Mississippi Administrative Code, and state and federal law.

The Offeror shall have experience operating all aspects of a full brokerage NET Services program for a population of at least 100,000 lives, including operating an interactive voice response system and staffing a NET Services customer service telephone system. The Offeror shall provide evidence of operating all aspects of a full brokerage NET Services program for a population of at least 100,000 lives, including operating an interactive voice response system and staffing a NET Services customer service telephone system in their response to the RFP.

The Offeror shall have experience in developing and managing a database of comparable scope to that of DOM, including the ability to submit data via batch mode, provide detailed reports, and the flexibility to produce additional ad hoc reports based on the data collected. The Offeror shall provide evidence of experience in developing and managing a database of comparable scope to that of DOM in their response to the RFP.

The Offeror shall have expertise in statistical analysis, with particular experience in the area of transportation utilization analysis. The Offeror shall provide evidence of expertise in statistical analysis in their response to the RFP.

1.30 Project Organization and Staffing Requirements

The Offeror shall submit with its Proposal a chart showing Offeror's Contractor's entire organizational structure, including all parent entities. This chart must clearly show the relationship of Offeror's Contractor's proposed project organization to its overall organizational structure. The Contractor shall provide a revised organizational chart to DOM within five (5) calendar days after a change is made in the organizational structure.

The Offeror shall include a staffing plan that identifies the number, geographic location, duties and qualifications of all staff that will perform duties under the Contract. All staff shall be wholly dedicated to Mississippi's NET ESRD Brokerage Program or NET Brokerage Program if the Contractor is the same entity. The staffing plan shall include the job description and requirements for all management staff, including, at a minimum, the Project Manager, Assistant Project Manager, Call Center Management Staff, and Call Center Staff. The Offeror shall submit to DOM résumés for the proposed Project Manager, Assistant Project Manager and Call Center Manager. At least thirty (30) calendar days prior to the Operational start date, the Contractor shall submit the aforementioned staff resumes and job descriptions to DOM for review and approval. Once the Contractor's staffing plan is approved by DOM, the Contractor may not reduce staffing without DOM approval. If, in its sole discretion, DOM determines that performance standards are not being met, the Contractor immediately shall increase staffing without requiring additional payment. Any changes to the Project Manager, Assistant Project Manager or Call Center Manager positions throughout the Contract period shall be submitted to DOM within three (3) business days of the occurrence.

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

The Contractor shall employ an Assistant Project Manager to assist in overseeing all functions related to the contract and a Call Center Manager to oversee all functions related to the Call Center. The Assistant Project Manager and Call Center Manager shall begin work on the NET Brokerage Program on a full-time basis no less than thirty (30) calendar days prior to the Operations Start Date. The Contractor shall not hire a new Assistant Project Manager or Call Center Manager without prior approval from DOM.

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

1.31 Administration Subcontracting

The Contractor shall list all subcontractors, as governed by 42 CFR§ 438.230, that the Contractor intends to use for any administrative functions of the NET Brokerage Program, other than NET ESRD Providers. Additionally, for each subcontractor, the Contractor shall:

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

1.32 Hardware and Software

The Offeror shall include in its Proposal a letter or letters of intent from each hardware or software company with which the Offeror intends to contract, along with written permission for DOM to contact the company for verification of the proposed arrangement. The letters of intent shall be addressed to DOM and be on the company's letterhead, and shall include the contact person's name and phone number and a synopsis of the company's history. For the purpose of this RFP, a letter of intent is a document stating serious intent to carry out certain business activities. It is not a contract or a license.

1.33 Other Specifications

1.33.1 Suspected Fraud, Abuse, and Misuse

Contractor shall refer suspected fraud, abuse or misuse by Beneficiaries, NET ESRD Providers, Medical Providers or Contractor staff to DOM's Office of Program Integrity and Contract Manager within three (3) business days after discovery of the suspected fraud, abuse or misuse. The Office of Program Integrity contact name and address will be provided by DOM prior to the Operations Start Date. The referral shall detail the NET ESRD Provider's name and number, the Beneficiary's name and Medicaid Identification Number (MID), the Medical Provider's name and number and a narrative of all information Contractor has regarding the suspected fraud, abuse or misuse, including whether Contractor was able to verify that the Beneficiary was transported to or from a source of medical care. Contractor's staff and management shall be available and shall fully cooperate with any OIG or law enforcement investigations or review. Contractor shall require adherence with these requirements in any contracts it enters into with subcontractors, as governed by 42 CFR § 438.230, NET ESRD Providers or Medical Providers.

1.33.2 Liquidated Damages and Corrective Action Plans

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 be filed within fifteen (15) calendar days following the date of the notice. A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The corrective action plan shall be subject to approval by DOM, which may accept it as submitted, accept it with specified modifications, or reject it. DOM may extend or reduce the time frame for corrective action depending on the nature of the deficiency, and shall be entitled to exercise any other right or remedy available to it, whether or not it issues a deficiency notice or provides Contractor with the opportunity to take corrective action.

Because performance failures by the Contractor may cause DOM to incur additional administrative costs that are difficult to compute, DOM may assess liquidated damages against the Contractor pursuant to this section, and deduct the amount of the damages from any payments due the Contractor. DOM, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Contractor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM shall give written notice to the Contractor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Contractor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM's determination. DOM shall assess damages for specific performance failures set forth below. DOM may access higher liquidated damages amounts when the Contractor consistently fails to meet specific performance standards and the deficient performance has not been corrected. DOM may, at its sole discretion, assess damages between $1 and $5,000 for each failure that occurs or remains uncorrected.

Assessment of actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or State and Federal law. If liquidated damages are known to be insufficient then DOM has the right to pursue actual damages.

5. Failure of Contractor to correctly authorize, schedule and provide NET Services, where DOM determines that there is a pattern of such failures. ($5,000 per calendar day)

6. Failure by Contractor to educate Beneficiaries, Medical Providers and NET ESRD Providers, where DOM determines that there is a pattern of such failures. ($750 per instance)
7. Failure by Contractor to maintain a current NET ESRD Provider Manual or Operations Procedures Manual. ($250 per calendar day)
8. Failure by Contractor to ensure that drivers and vehicles meet the minimum requirements or failure by Contractor to perform required vehicle inspections. ($1,000 per instance)
9. Failure by Contractor to maintain a NET ESRD Provider network adequate to meet the needs of the Contract, as determined by DOM. ($1,000 per calendar day)
10. Failure by Contractor to make timely payment to NET ESRD Providers as required in this RFP, where DOM determines that there is a pattern of such failures. ($1,000 per instance)
11. Failure by Contractor to meet the quality assurance and monitoring requirements, including Customer Satisfaction Survey, detailed in the quality assurance plan and monitoring plan. ($1,000 per instance)
12. Failure by Contractor to develop or maintain all required electronic and data systems. ($2,500 per calendar day)
13. Failure by the Contractor to comply with reporting requirements set forth in this RFP. ($250 per instance, per calendar day)
14. Failure by Contractor to maintain staffing levels, including the number and qualifications of staff, and provision of key positions that are outlined in this RFP. ($2,500 per calendar day)
15. Failure by Contractor to conduct pre-transportation and post-transportation validation checks as required in this RFP. ($250 per instance)
16. Failure by Contractor to authorize and schedule NET Services within the timeframes set forth in this RFP. ($200 per instance)
17. Failure by Contractor to submit by the due date any material required by the Contract. DOM will give written notice to Contractor, via fax, overnight mail or through regular mail, of the late material. The Contractor shall have ten (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 ten (10) calendar day period, DOM, without further notice, may assess damages. ($250 per instance, per calendar day)
18. Failure of Contractor to comply with the close out and turnover requirements of this RFP may result in the assessment of damages of up to $25,000, which, if imposed, shall be deducted from the final payment to be made to Contractor.
19. Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or RFP not specifically enumerated herein. (between $1 and $5,000 for each failure)
20. Failure by Contractor to submit timely and accurate Encounter Data at least monthly following the month in which the claims were processed (paid, amended or denied). ($500 per month the encounter data is not submitted)
21. Failure by the Contractor resubmitted rejected files with all of the required data elements in the correct format by the Contractor within fourteen (14) calendar days from the date the Contractor received the rejected file. ($500 per instance)
22. Failure by the Contractor to adjust or void the encounter claim within fourteen (14) calendar days of notification by the Division. ($500 per instance)
23. Failure by the Contractor to obtain approval in writing by the Division of Medicaid for material requiring DOM approval as outlined in the RFP. ($250 per instance)

24. Failure by the Contractor to provide DOM with the complaint and grievance signed agreement specific to each provider within one (1) business upon DOM request. ($250 per instance, per day the Contractor fails to provide the signed agreement)
25. For failure to timely submit a DOM approved Corrective Action Plan (CAP), DOM may assess liquidated damages in the amount of $500 per business day until the CAP is submitted.
26. For failure to successfully carry out a DOM approved CAP within the time frames outlined in the CAP, DOM may assess $500 per business day until the CAP is completed.

1.33.3 Expansion or Reduction in Services

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

1.34 Contractor Payment

The Offeror must provide a separate price for the services requested for each phase of the contract. Any travel, lodging and per diem or related expenses must be included in the proposed pricing. Any travel performed in conjunction with performing the responsibilities of this contract shall not include any profit for the Contractor. The Offeror must submit, as part of the proposal, a timeline to include schedule of deliverables with associated payments and due dates. DOM will not release payment to the Contractor during the Operations Phase until services rendered have been validated via Deliverable Reports.

1.34.1Implementation Pricing

The Contractor shall be paid an implementation price of no more than the actual implementation costs up to the amount specified in the Contractor's Business Proposal set forth in Appendix A. The incumbent Contractor is not eligible for receipt of this payment, except for actual expenses incurred to acquire the infrastructure to support an increase in required staffing as specified in this RFP and approved by DOM. Payment of the implementation cost shall be made by DOM in two installments during the implementation phase of the contract. The schedule for the two (2) payments will be determined within thirty (30) days of the contract signing and based on milestones and deliverables. The total bid price for implementation must be entered on line 1 in the chart provided in Appendix A.

1.34.2 Operation Pricing

Upon successful completion of the Implementation Phase, the Contractor will be paid on a Per Beneficiary Per Month Transported (PBPMT) status. The Contractor will be paid in accordance with the Contractor’s proposed PBPMT price only for those Beneficiaries receiving NET ESRD services and upon DOM review and approval of related milestones and deliverables. The payment shall be based on the Contractor's proposal price set forth in Appendix A.

1.34.3 Turnover Pricing

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

1.34.4 Invoices Format

Invoices shall be submitted to DOM in line item format as determined by DOM,

1.34.5 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.

1.34.8 Release

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

1.35 Contract Phases

1.35.1 Implementation Phase

The Contractor shall be responsible for the preparation and execution of a final implementation plan. This plan shall be based upon the requirements of this RFP and coordinated with DOM to ensure readiness to complete required tasks by specified dates. The Contractor shall develop an implementation plan to be approved by DOM that outlines in detail all steps necessary to begin program operations. It is anticipated that Implementation Phase will begin April 1, 2017. The Offeror shall propose time required for implementation. DOM anticipates a four (4) month implementation period for the Contractor.

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

1.35.2 Operations Phase

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

enacted or implemented during the period of performance of this contract that are directly applicable to the performance requirements of this contract. Such requirements will become a part of this contract effort through execution of a written contract amendment. It is anticipated that DOM will begin the operations phase on August 1, 2017.

1.35.3 Turnover Phase

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

Upon receipt of notification of DOM's intent to transfer the contract functions, the Contractor shall provide a Turnover Plan to DOM within the time frame specified by DOM. The Contractor shall take no action(s) that will hinder the orderly transition of duties and responsibilities from the Contractor to another separate contractor upon termination of this contract. Time lines for turnover activities will be specified by DOM. The Turnover Plan shall include, but is not limited to, the following:

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

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

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

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2 AUTHORITY

This RFP is issued under the authority of Title XIX of the Social Security Act, as amended, implementing regulations issued under the authority thereof and under the provisions of the Mississippi Code of 1972, as amended. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. The submission of a valid executed proposal by an Offeror shall constitute admission of such knowledge on the part of each Offeror. Any proposal submitted by an Offeror that 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 each state 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 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."

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

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement with the Department of Information Technology Services (ITS) prior to accessing the policy. The Offeror or Contractor may request individual sections of the Enterprise Security Policy or request the entire document by contacting the procurement officer.

Instructions to acquire a copy of the Enterprise Security Policy can be found at the following link: http://www.its.ms.gov/Services/Documents/Security/Instructions%20for%203Party%20Acquiring%20ITS%20ESP.pdf

2.1 ORGANIZATIONS ELIGIBLE TO SUBMIT PROPOSALS

To be eligible to submit a proposal, an Offeror must provide documentation for each requirement as specified below:

1. The Offeror has not been sanctioned by a State or Federal government within the last ten (10) years.
2. The Offeror must have a minimum of three (3) years of experience in contractual services providing the type of services described in this RFP.
3. The Offeror must be able to provide all required components detailed in the Scope of Work.

2.2 PROCUREMENT APPROACH

The major steps of the procurement approach are described in detail in Section 3 of this RFP. Proposals must be submitted in two (2) parts: Technical Proposal and Business Proposal. The format and content are each specified in Sections 5 and 6 of this RFP.

2.3 ACCURACY OF STATISTICAL DATA

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

2.4 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 RFP.

This RFP, any amendments thereto, and RFP Questions and Answers (following official written release) will 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.

State financial information is available at http://www.dfa.state.ms.us.

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

MAGIC system information can be found at http://www.dfa.ms.gov/dfa-offices/mmrs/mmrs-applications/magic.

Information regarding Mississippi Department of Information Technology Services Enterprise Security Policy can be found at http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx.

Rules and Regulations of the Mississippi State Personnel Board/Personal Services Contract Review Board can be found at http://www.mspb.ms.gov.

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 found at http://www.sos.ms.gov/Education-Publications/Pages/Mississippi-Code.aspx.

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3 PROCUREMENT PROCESS

3.1 APPROACH

This RFP is designed to provide the Offeror with the information necessary to prepare a competitive proposal. Similarly, the RFP process is intended to also provide DOM with the necessary information to adequately assist DOM in the selection of a Contractor to provide the desired services. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive and accurate proposal. DOM reserves the right to interpret the language of this RFP or its requirements in a manner that is in the best interest of the State.

DOM will ensure the fair and equitable treatment of all persons and Offerors in regards to the procurement process. The procurement process provides for the evaluation of proposals and selection of the best proposal in accordance with Federal and State laws and regulations. Specifically, the procurement process is guided by appropriate provisions of the Personal Service Contract Review Board Regulations which are available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi or downloadable at www.mspb.ms.gov.

Separate technical and business proposals shall be submitted simultaneously but will be opened at different stages of the evaluation process. Technical Proposals will be thoroughly evaluated in order to determine point scores for each evaluation factor and a final technical score determined before evaluation of the Business Proposal. The evaluation and selection process is described in more detail in Section 7 of this RFP.

Submission of a proposal in response to this RFP constitutes acceptance of the conditions governing the procurement process, including the evaluation factors contained in Section 7 of this RFP, and constitutes acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

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

3.2 QUALIFICATION OF OFFEROR

Each corporation shall report its corporate charter number in its transmittal letter or, if appropriate, have attached to its transmittal letter a signed statement to the effect that said corporation is exempt from the above described, and set forth the particular reason(s) for exemption. All corporations shall be in full compliance with all Mississippi laws regarding incorporation or formation and doing business in the State of Mississippi and shall be in compliance with the laws of the state in which they are incorporated, formed, or organized.

DOM may make such investigations as necessary to determine the ability and commitment of the Offeror to adhere to the requirements specified within this RFP and its proposal, and the Offeror shall furnish to DOM all such information and data for this purpose as may be requested. DOM reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capability to fulfill the requirements of the contract. DOM reserves the absolute right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy DOM that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the items contemplated.

DOM reserves the right to reject any and all proposals, to request and evaluate "best and final offers" from some or all of the respondents, to negotiate with the best proposed Offeror to address issues other than those described in the

proposal, to award a contract other than the lowest cost Offeror, or not to make any award if it is determined to be in the best interest of DOM and the State.

Discussions may be conducted by the procurement officer with any Offeror that submits a proposal determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions. DOM reserves the right to request additional information or clarification of an Offeror's proposal. The Offeror's cooperation during the evaluation process in providing DOM staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Offeror's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at DOM's discretion, result in the disqualification of the Offeror's proposal.

3.3 RULES OF PROCUREMENT

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

3.3.1 Restrictions on Communications with DOM Staff

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

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

3.3.2 Amendments to this Request for Proposals

DOM reserves the right to amend the RFP at any time. All amendments will be posted to the DOM website at http://www.medicaid.ms.gov/resources/procurement/. After November 14, 2016, Offerors submitting Letters of Intent will be notified when amendments are released.

Offerors shall acknowledge receipt of any amendment to the RFP by signing and returning the form provided with the amendment, and identifying the amendment number and date in the Offeror's Transmittal Letter. The acknowledgment must be received by DOM by the time and at the place specified for receipt of proposals.

3.3.3 Cost of Preparing Proposal

Costs of developing the proposals are solely the responsibility of the Offerors. DOM will provide no reimbursement for such costs. Any costs associated with any oral presentations to DOM shall be the responsibility of the Offeror and shall in no way be billable to DOM. If site visits are made, DOM's cost for such visits shall be the responsibility of DOM and the Offeror's cost shall be the responsibility of the Offeror and shall in no way be billable to DOM. DOM will not hold Oral Presentations for this procurement.

3.3.4 Certification of Independent Price Determination

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

3.3.5 Acceptance of Proposals

After receipt of the proposals, DOM reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected Contractor without negotiation.

All proposals properly submitted will be accepted by DOM. After review DOM may request necessary modifications or clarifications from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of DOM and the State of Mississippi.

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

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

DOM reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. DOM will award a contract to the Offeror whose proposal is responsive to the RFP and is most advantageous to DOM and the State of Mississippi in quality, price, and other factors considered.

3.3.6 Rejection of Proposals

A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for contract award. DOM reserves the right at any time to cancel the RFP, or after the proposals are received to reject any of the submitted proposals determined to be non-responsive. DOM further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsible as specified in Section 3-401 of the Personal Service Contract Review Board Rules and Regulations.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is clearly unreasonable.
9. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
10. The supply or service item offered in the proposal 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 RFP.
11. The Offeror does not comply with the Proposal Submission Requirements as set forth in the RFP.
12. The Offeror currently owes the State money.

3.3.7 Alternate Proposals

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one Technical Proposal and one Business Proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Offeror's proposal. Submission of more than one proposal by an Offeror may, at the discretion of DOM, result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable, contingent, or multiple pricing options.

3.3.8 Proposal Modification and Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to DOM Procurement Officer, signed by the Offeror.

An Offeror may submit a modification to its proposal before the due date for receipt of proposals. Such modified proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. DOM will not merge, collate, or assemble proposal materials.

Unless requested by DOM, no other modifications, revisions, or alterations to proposals will be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for one hundred eighty (180) days from the proposal due date.

3.3.9 Disposition of Proposals

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by DOM shall upon receipt become and remain the property of DOM.

3.3.10 Responsible Contractor

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

3.3.11 Best and Final Offers

The Executive Director of DOM may make a written determination that it is in the State's best interest to conduct additional discussions or change the State's requirements and require submission of best and final offers. The Procurement Officer shall establish a date and time for the submission of best and final offers. Otherwise, no discussion of or changes in the Business Proposals shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

3.4 ORAL PRESENTATION

DOM will not hold Oral Presentations for this procurement.

3.5 REQUIRED STATE APPROVAL

Approval from the Personal Service Contract Review Board must be received before contract execution. Every effort will be made by DOM to facilitate rapid approval and a start date consistent with the proposed schedule.

3.6 NOTICE OF INTENT TO AWARD

Award shall be made in writing to the responsible Offeror whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors and price as set forth in the RFP. The notice of intended contract award shall be sent by e-mail with reply confirmation to the winning Offeror. Unsuccessful Offerors will be notified in the same manner after the award has been accepted or declined.

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

3.7 POST-AWARD DEBRIEFING

3.7.1 Debriefing Request

Offerors may request a post-award debriefing, by email to the Procurement Officer, to be received by DOM within three (3) business days of notification of the contract award. The Offeror shall submit a list of written questions simultaneously with its debriefing request. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the Offeror shall notify DOM and identify the Offeror's attorney prior to the debriefing. DOM may include its own legal representation in the debriefing.

Debriefings will not be held during the protest period. Offerors who submit a protest will not be granted a debriefing.

3.7.2 Scheduling the Debriefing

The debriefing may occur any time after the protest period has passed. The debriefing may be conducted during a face-to-face meeting, by telephone, or by any other method acceptable to both DOM and the Offeror. The Procurement Officer or designee shall chair the meeting, and where practicable, may include other staff with direct knowledge of the procurement.

3.7.3 Information to Be Provided

The debriefing information may include the following:

1. Evaluation of significant weaknesses or deficiencies in the Offeror's proposal, if applicable;
2. The overall evaluated technical rating of the debriefed Offeror;
3. The overall ranking of all Offerors developed during the selection process;
4. A summary of the rationale for award; and,
5. Reasonable responses to relevant questions as submitted by the debriefed Offeror with its request for debrief. Questions may pertain to selection procedures contained in the RFP, applicable regulations, and other applicable authorities that were followed.

3.7.4 Information Which Will Not Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed Offeror's proposal with those of other Offerors. Moreover, DOM shall not reveal any information prohibited by law and/or the following:

1. Trade secrets as identified by the Offeror;
2. Privileged or confidential processes and techniques as identified by the Offeror;
3. Commercial and financial information that is privileged or confidential, to include Offeror's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the Offeror and/or;
4. The names of individuals providing reference information about any Offeror's past performance.

DOM will not release copies of proposals or price information in the debriefing. These items may be requested through a Request for Public Information to DOM's Public Information Officer at RFI@medicaid.ms.gov.

3.8 PROTEST POLICY AND PROCEDURES

3.8.1 Form of the Protest

Offerors who submit technical and business proposals in response to this RFP may protest the award of the contract resulting from this RFP. Protests must be made in writing and must be received no later than seven (7) business days from the Notice of Non-Award. Protests should be addressed to DOM's Executive Director and must contain specific grounds for the protest. Supporting documentation may be included with the protest.

A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived. Protests submitted within the seven (7) business days may be supplemented and/or modified.

Only the following are acceptable grounds for protest:

- Failure to follow any of the following: 1) DOM procedures established in the RFP, 2) DOM rules of procurement, or 3) PSCRB Rules and Regulations;
- Errors in computing scores which contributed to the selection of an Offeror other than the best and lowest proposal; or,
- Bias, discrimination, or conflict of interest on the part of an evaluator.

Disallowed grounds include:

- Evaluators' qualifications to serve on the Evaluation Committee;
- The professional judgment of the Evaluation Committee; and,
- DOM's assessment of its own needs regarding the solicitation.

A protest that is incomplete or not submitted within the prescribed time limits will be summarily dismissed.

3.8.2 Protest Bond

Protests must be accompanied by a bond for two hundred fifty thousand dollars and zero cents ($250,000.00) or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level or through a court of competent jurisdiction.

DOM will return a protest bond if (1) the protesting Offeror withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DOM finds that an Offeror's protest has no merit, DOM shall at its own discretion retain all or a percentage of the submitted bond. Please refer to Section 4.9 for further details regarding proposal protests.

3.8.3 DOM's Responsibilities Regarding Protests

The Notice of Non-Award shall be accompanied by redacted copies of the evaluation score sheets.

The Procurement Officer shall provide a copy of the protest documents to the successful Offeror within three (3) business days of receipt of the protest. The successful Offeror shall have the right to provide documentation supporting the decision to award.

The Executive Director shall review all documentation concerning the procurement and may request additional documentation. The Executive Director shall then determine whether or not the award of the contract shall be delayed or cancelled; or, if the protest is clearly without merit or that award of the contract without delay is necessary to protect the interests of the State. The Executive Director will provide written notice of the decision to the protesting Offeror. This written notice will be the final agency decision.

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4. TERMS AND CONDITIONS

4.1 GENERAL

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

The contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi, 39201 for inspection, or downloadable at http://www.mspb.ms.gov.

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM. The agreed upon modification or change will 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 must be approved by CMS before the change becomes effective.

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

Contractor: Person(s) designated by the Contractor

DOM: Executive Director

4.2 PERFORMANCE STANDARDS, ACTUAL DAMAGES, LIQUIDATED DAMAGES, AND RETAINAGE

Please refer to section 1.33.2 for performance standards, actual damages, liquidated damages, and retainage.

4.3 TERM OF CONTRACT

DOM will award a contract based on proposals. The contract period begins March 1, 2017 and will terminate February 29, 2020. DOM may have, under the same terms and conditions as the existing contract, an option for two (2) one-year extension periods, provided DOM obtains approval from the Personal Service Contract Review Board to allow an extension period.

4.3.1 Stop Work Order

1. Order to Stop Work: The DOM Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the 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 ninety (90) days after the order is delivered to the 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, the 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 DOM Contract Administrator shall either:

a. Cancel the stop work order; or

b. Terminate the work covered by such order as provided in the "Termination for Default by the Contractor" 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, the 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 the Contractor's cost properly allocable to, the performance of any part of this contract; and

   b. The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the DOM Contract Administrator 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 or extension 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 negotiated between DOM and the Contractor.

4.3.2 Termination of Contract

The contract resulting from this RFP 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 any reason listed herein may also be considered termination for convenience.

4.3.2.1 Termination for Default by the Contractor

(1) *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will 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) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the DOM Contract Administrator, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

(6) *Additional Rights and Remedies*. The rights and remedies of DOM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4.3.2.2 Termination for Convenience

(1) *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes

effective. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least thirty (30) days from the date of receipt of the notice by the Contractor.

(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 will 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 must still complete the work not terminated

4.3.2.3 Termination for the Contractor Bankruptcy

This contract may be terminated in whole or in part by DOM upon written notice to Contractor, if Contractor should become insolvent, become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, upon the execution by Contractor of an assignment for the benefit of its creditors, avail itself of, or become subject to, any proceeding under the Bankruptcy Reform Act of 1978 or any other applicable Federal or State statute relating to insolvency or the protection of the rights of creditors.

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.

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.

4.3.2.4 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 the receipt of State and/or Federal funds. If the funds anticipated for the continuing 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 the funds were provided or if funds are not otherwise available to DOM, DOM shall have the right upon ten (10) working days written notice to the Contractor, to terminate this contract without damage, penalty, cost, or expenses to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4.3.3 Procedure on Termination

4.3.3.1 Contractor Responsibilities

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

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;

- Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;
- Complete the performance of the work not terminated by the Notice of Termination;
- Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest;
- Fully train DOM staff or other individuals at the direction of DOM in the operation and maintenance of the process;
- Promptly transfer all information necessary for the reimbursement of any outstanding claims; and
- Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

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

4.3.3.2 DOM Responsibilities

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

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

The Contractor shall have the right of appeal, as stated under Disputes (Paragraph 4.9.5) from any such determination made by DOM.

4.3.4 Assignment of the Contract

The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without the prior written consent of DOM. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this contract and other supplemental contractual documents. No approval by DOM of any assignment may be deemed to obligate DOM

beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. DOM shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the State of Mississippi upon giving prior written notice to the Contractor.

4.3.5 Excusable Delays/Force Majeure

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control. When such a cause arises, the Contractor shall notify DOM immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless DOM determines it to be in its best interest to terminate the Contract.

4.3.6 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable Federal, State, and local laws and regulations including, but not limited to, Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 as amended; section 1557 of the Patient Protection and Affordable Care Act; and all other state and federal laws and regulations referenced in this RFP.

4.4 NOTICES

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 4.3, 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 RFP 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 RFP 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) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor.

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.

Any subcontract shall be in writing and shall contain provisions such that it is consistent with the Contractor's obligations pursuant to this Contract.

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

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

4.7 PROPRIETARY RIGHTS

4.7.1 Ownership of Documents

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

4.7.2 Ownership of Information and Data

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

The 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 Section 4.7.2, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independent of this Contract. Contractor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under Federal and State law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that DOM may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

4.7.3 Public Information

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

4.7.4 Right of Inspection

DOM, the Mississippi Department of Audit, DHHS, CMS, OIG, the General Accounting Office (GAO), or any other auditing agency prior-approved by DOM, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor shall provide access to all facilities and assistance for DOM and Mississippi Audit Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly 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 will be coordinated through DOM and its staff.

4.7.5 Licenses, Patents and Royalties

DOM does not tolerate the possession or use of unlicensed copies of proprietary software. The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software.

The Contractor, without exception, shall indemnify, save, and hold harmless DOM and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. DOM will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for DOM the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Contractor agrees to take back the article and refund the total amount DOM has paid the Contractor under this contract for use of the article.

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

4.7.6 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other Federal or State personnel. All records, including training records, pertaining to the contract 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 ten (10) years thereafter, unless an audit is in progress or there is pending litigation. The right to audit shall exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4.8 REPRESENTATION REGARDING CONTINGENT FEES

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

4.9 INTERPRETATIONS/CHANGES/DISPUTES

The RFP in its entirety is a part of the Contract. In the event of a dispute or conflict among any of the components of the contract, the contract shall govern. After the Contract, the order of priority is: Att. D, Bidder Questions and Answers; Att. C or E, the Business Proposal or BAFO, if applicable; Att. A, the RFP; and Att. B, the Technical Proposal.

All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

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

The contract represents the entire agreement between the Contractor and DOM and it supersedes all prior negotiations, representations, or agreements, either written or oral between the parties hereto relating to the subject matter hereof.

4.9.1 Conformance with Federal and State Regulations

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

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

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

4.9.2 Waiver

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

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

4.9.3 Severability

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

4.9.4 Change Orders and/or Amendments

The Executive Director of DOM or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the contract an adjustment commensurate with the costs of performance under this contract shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause 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 proposal.

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 proposal or the Contractor's then-current, published price. The foregoing shall not apply to services provided to DOM at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

4.9.5 Disputes

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

4.9.6 Cost of Litigation

In the event that DOM deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which DOM prevails. Neither the State of Mississippi nor DOM shall bear any of the Contractor's cost of litigation for any legal actions initiated by the Contractor against DOM regarding the provisions of the contract. Legal action shall include administrative proceedings.

4.9.7 Attorney Fees

The Contractor agrees to pay reasonable attorney fees incurred by the State and DOM in enforcing this contract or otherwise reasonably related thereto.

4.10 INDEMNIFICATION

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

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

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, 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.

If in the reasonable judgment of DOM a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by DOM or by another resource without unduly interfering with the continued performance of the Contractor, DOM may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse DOM for the entire cost of those services. DOM may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

4.10.1 No Limitation of Liability

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

4.10.2 Third Party Action Notification

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

4.11 STATUS OF THE CONTRACTOR

4.11.1 Independent Contractor

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

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

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 must be received in all instances in which the Contractor distributes publications, presents seminars or workshops, or performs any other outreach.

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

4.11.2 Employment of DOM Employees

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

The Contractor shall give priority consideration to hiring interested and qualified adversely affected State employees at such times as requested by DOM to the extent permitted by this contract or State law.

4.11.3 Conflict of Interest

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

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

4.11.4 Personnel Practices

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

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

The Contractor shall sign the Drug Free Workplace Certificate (Exhibit 1).

4.11.5 No Property Rights

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

4.12 EMPLOYMENT PRACTICES and COMPLIANCE WITH LAWS

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

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, or any other consideration made unlawful by Federal, State, or local laws, except where it relates to a bona fide occupational qualification or requirement.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related State laws and regulations, if any.

The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended, and related State laws and regulations, if any.

If DOM finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, DOM reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

4.13 OWNERSHIP AND FINANCIAL INFORMATION

4.13.1 Information to Be Disclosed

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

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

4.13.2 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 proposal 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.

4.13.3 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.

4.13.4 Federal Financial Participation

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

4.13.5 Information Related to Business Transactions

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

1. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than twenty-five thousand dollars and zero cents ($25,000.00) during the 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 5-year period ending on the date of the request.

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

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

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

4.13.7 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.

4.13.8 DOM's Right of Refusal

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

4.13.9 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.

4.14 RISK MANAGEMENT

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

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

4.14.1 Workers' Compensation

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

4.14.2 Liability

The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this RFP and other supplemental contractual documents.

The Contractor shall obtain, pay for and keep in force during the contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this RFP; 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 RFP. 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.

4.15 CONFIDENTIALITY OF INFORMATION

4.15.1 Confidentiality of Beneficiary Information

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

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

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

The Contractor shall immediately notify DOM of any unauthorized possession, use, knowledge or attempt thereof, of DOM's data files or other confidential information. The Contractor shall immediately furnish DOM full details

of the attempted unauthorized possession, use or knowledge, and assist in investigating or preventing the recurrence thereof.

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

4.15.2 Release of Public Information

Offerors must provide an electronic, single document version of proposals redacting those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Miss. Code Ann. § 25-61-9 (1972, as amended) and other applicable state and federal laws, if any. Offerors should be aware that the un-redacted version of their proposals is considered 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).

In the event that either party to the executed Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. § 25-61-1, *et seq*. (1972, as amended) regarding Public Access to Public Records.

4.15.3 Trade Secrets, Commercial and Financial Information

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

4.15.3 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. § 25-61-1 *et seq.*, (1972, as amended). 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 information which is required confidential by State or Federal law or outside the applicable freedom of information statutes shall be redacted by the Offeror.

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann.§§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). 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 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, will be redacted by the contractor.

4.16 THE CONTRACTOR COMPLIANCE ISSUES

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

4.16.1 Federal, State, and Local Taxes

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

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

4.16.2 License Requirements

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

4.16.3 Privacy/Security Compliance

The Contractor shall execute DOM's Business Associate Agreement (BAA) and Data Use Agreement (DUA) before 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 HIPAA, as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009, and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information (PHI), as may be applicable to the services under this Contract. Each party to this contract shall treat all data and information to which it has access under this contract as confidential information to the extent that confidential treatment of same is required under Federal and State law and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party and thereafter respond in conformity with such subpoena as required by applicable State and/or Federal law, rules, and regulations. The provision herein shall survive the termination of the contract for any reason and shall continue in full force and effect and shall be binding upon both parties and

their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the contract on behalf of, or under, the rights of the parties following termination.

4.16.4 Site Rules and Regulations

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

4.16.5 Environmental Protection

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

4.16.6 Lobbying

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

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

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

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

4.16.7 Bribes, Gratuities, and Kickbacks Prohibited

The receipt or solicitation of bribes, gratuities 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.

The 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 Personal Service Contract Review Board Rules and Regulations*.

4.16.8 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.

4.16.9 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.

4.16.10 E-Payment

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

4.16.11 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 Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

4.16.12 E-VERIFICATION

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

4.17 REPRESENTATION REGARDING GRATUITIES

The Offeror, 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 Personal Service Contract Review Board Rules and Regulations*.

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5. TECHNICAL PROPOSAL

5.1 INTRODUCTION

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. One copy of the proposal shall be submitted on CD in a single searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

The Technical Proposal must include the following sections:

1. Transmittal Letter;
2. Executive Summary;
3. Corporate Background and Experience (including audited financials);
4. Ownership and Financial Disclosure Information (Section 4.13 of the RFP);
5. Project Organization and Staffing;
6. Methodology;
7. Project Management and Control; and,
8. Work Plan and Schedule.

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Technical Proposal should include all items listed in the paragraphs below. The evaluation of proposals will be done on a section-by-section basis. A format that easily follows the requirements and order of the RFP should be used.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

5.2 TRANSMITTAL LETTER

The Transmittal Letter shall be in the form of a standard business letter on letterhead of the Offeror and shall be signed by an individual authorized to legally bind the Offeror. The transmittal letter should identify all material and enclosures being submitted in response to the RFP. Failure to include the statements or items listed below may result in rejection of the proposal. The transmittal letter shall include the following:

1. A statement indicating the Offeror confirms that DOM is seeking proposals from qualified organizations to enter into contracts with DOM for the NET Brokerage Program in accordance with 42 C.F.R. § 440.170(a)(4).
2. A statement indicating that the Offeror is a corporation or other legal entity;
3. A statement confirming that the Offeror is registered to do business and in "Good Standing" with the State of Mississippi and providing their corporate charter number to work in Mississippi, if applicable;
4. A statement identifying the Offeror's Federal tax identification number;
5. A statement that, if the Offeror is awarded the contract, the Contractor agrees that any lost or reduced

Federal matching money resulting from unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in State payments to the Contractor;

6. A statement identifying any prior project where the Offeror was terminated before the final solution was operational;
7. A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
8. A statement that the Contractor has or has not (*use applicable word*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract;
9. A statement that the Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 of the *Personal Service Contract Review Board Rules and Regulations*;
10. A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, disability or genetic information;
11. A statement that the Offeror agrees to the language of DOM's BAA and DUA;
12. A statement that no cost or pricing information has been included in this letter or any other part of the technical proposal;
13. A statement identifying by number and date all amendments to this RFP issued by DOM which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;
14. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation;
15. Certification that the Offeror's proposal will be firm and binding for one hundred eighty (180) days from the proposal due date;
16. A statement naming any outside firms responsible for writing the proposal;
17. A statement that the Contractor has included the signed Drug Free Workplace Certificate (Exhibit 1) (Contractor and all subcontractors);
18. A statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (Exhibit 2) with the Transmittal letter;
19. All proposals submitted by corporations must contain certifications by the secretary, or other appropriate corporate official other than the corporate official signing the corporate proposal, that the corporate official signing the corporate proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal;
20. All proposals submitted must include a statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest; and,
21. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter shall identify and explain these deviations. DOM reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

5.3 EXECUTIVE SUMMARY

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

1. Proposed work plan;
2. Staff organizational structure;
3. Key personnel; and,
4. A brief discussion of the Offeror's understanding of the objectives and expectations of this RFP.

The Executive Summary should be no more than five (5) single-spaced typed pages in length.

5.4 CORPORATE BACKGROUND AND EXPERIENCE

The Corporate Background and Experience Section shall include for the Offeror details of the background of the company, its size and resources, details of corporate experience relevant to the proposed contract, audited financial statements, and a list of all current or recent Medicaid or related projects. The time frame to be covered should begin, at a minimum, in September 2006 through present date. Audited financial statements are only required for each of the last five (5) years.

5.4.1 Corporate Background

The details of the background of the corporation, its size, and resources, shall cover:

1. Date established;
2. Location of the principal place of business;
3. Location of the place of performance of the proposed Contract;
4. Ownership (e.g.: public company, partnership, subsidiary);
5. Total number of employees;
6. Number of personnel currently engaged in project operations;
7. Computer resources;
8. Performance history and reputation;
9. Current products and services; and
10. Professional accreditations pertinent to the services provided by this RFP.

5.4.2 Audited Financial Statements

Audited financial statements for the contracting entity shall be provided for each of the last five (5) years, including, at a minimum:

1. Statement of income;

2. Balance sheet;
3. Statement of changes in financial position during the last five (5) years;
4. Statement of cash flow;
5. Auditors' reports;
6. Notes to financial statements; and,
7. Summary of significant accounting policies.

The State reserves the right to request any additional information to assure itself of an Offeror's financial status.

5.4.3 Corporate Experience

The Corporate Experience Section must present the details of the Offeror's experience with the type of service to be provided by this RFP and Medicaid experience. A minimum of three (3) corporate references are required for this type of experience. DOM will check references during the evaluation process at its option. Each reference shall include the client's name and address and the current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by DOM during the evaluation process. DOM reserves the right to contact officials of the client other than those indicated by the Offeror. Overlapping responsibilities on the same client's contract should be depicted so that they are easily recognized.

The Offeror shall provide for each experience:

1. The client's name;
2. Client references (including phone numbers);
3. Description of the work performed;
4. Time period of contract;
5. Total number of staff hours expended during time period of contract;
6. Personnel requirements;
7. Geographic and population coverage requirements;
8. Publicly funded contract cost; and,
9. Any contractual termination within the past five (5) years.
10. Direct Contact for client (see Appendix C)

Offeror may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until three (3) references have been interviewed and Reference Score Sheets completed for each of the three (3) references. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least three (3) references are available for interview. DOM staff must be able to contact three (3) references within three (3) business days of proposal due date for scoring purposes.

5.5 PROJECT ORGANIZATION AND STAFFING

The Project Organization and Staffing Section shall include project team organization, charts of proposed personnel and positions, estimates of the staff-hours by major task(s) to be provided by proposed positions, and résumés of all management and key professional personnel as required in this RFP.

The Offeror shall:

1. Provide experience and qualifications of each staff person proposed to work on this project;
2. Describe how the Offeror will train, educate, and supervise staff regarding this project;
3. Describe how the Offeror will ensure inter-rater reliability among its staff for this project; and,
4. Discuss the Offeror's relationship with any proposed subcontractors, including how it will monitor these subcontractors; and its experience working with any proposed subcontractors. The Offeror shall provide references and qualifications of proposed subcontractors, and biographies of any subcontractor staff proposed to work on this project.

5.5.1 Organization

The organization charts shall show:

1. Organization and staffing during each phase as described in the RFP; and
2. Full-time, part-time, and temporary status of all employees.

5.5.2 Résumés

Offerors shall submit résumés of all proposed key staff persons - Project Manager, and other key management staff. Experience narratives shall be attached to the résumés describing specific experience with the type service to be provided by this RFP, a Medicaid program, and professional credentials, including any degrees, licenses, and recent and relevant continuing education.

The résumés of proposed personnel shall include:

1. Duration and experience as an employee with the Offeror;
2. All experience in working with Medicaid programs;
3. Experience in the type of services to be provided by this RFP;
4. Relevant education and training, including college degrees, dates of completion, and institution name and address; and,
5. Names, positions, current addressed, and current phone numbers of a minimum of three (3) persons who can give information on the individual's experience and competence. Current DOM staff shall not be submitted for any reference for the above requirements.

The résumés of proposed managers shall also include:

1. Experience in managing large-scale contractual services projects;
2. Other management experience; and,

3. Supervisory experience including details and number of people supervised.

If project management responsibilities will be assigned to more than one individual during the project (i.e., management may be changed following implementation), résumés shall be provided for all persons concerned.

Each project referenced in a résumé should include the client name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.

5.5.3 Responsibilities

This Section should discuss the anticipated roles of personnel during all phases of the contract. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the contract, should be included.

5.5.4 Backup Personnel Plan

If additional staff is required to perform the functions of the contract, the Offeror should outline specifically its plans and resources for adapting to these situations. The Offeror should also address plans to ensure the longevity of staff in order to allow for effective DOM support.

5.6 METHODOLOGY

The Methodology Section should describe the Offeror's approach to providing the services described in the Scope of Work, Section 1, of the RFP. This Section should contain a comprehensive description of the proposed work plan and specify how it will improve clinical quality, promote beneficiary and provider satisfaction, and achieve savings for the State. The narrative descriptions within this Section must include the following:

1. The description shall encompass the requirements of this RFP as outlined in Scope of Work.
2. The section must describe the methodology to be followed in accomplishing each requirement outlined in the Scope of Work in sufficient detail to demonstrate the Offeror's direction and understanding of this RFP.
3. The section must include a high-level project plan for the project. This project plan must be at the level of major tasks and milestones and be submitted in Microsoft Project.
4. The section must summarize how DOM staff will be used as resources in this project. It is DOM's preference that DOM staff be included in all aspects of the engagement.
5. The section should include information about past performance results and a plan for evaluating the proposed project.

5.7 PROJECT MANAGEMENT AND CONTROL

The Project Management and Control Section shall include details of the methodology to be used in management and control of the project, project activities, and progress reports. This Section will also provide processes for identification and correction of problems. Specific explanation must be provided if solutions vary from one phase to another. This Section covers:

1. Project management approach;
2. Project control approach;

3. Manpower and time estimating methods;
4. Sign-off procedures for completion of all deliverables and major activities;
5. Management of performance standards, milestones, and/or deliverables;
6. Assessment of project risks and approach to managing them;
7. Anticipated problem areas and the approach to management of these areas, including loss of key personnel and loss of technical personnel;
8. Internal quality control monitoring;
9. Approach to problem identification and resolution;
10. Project status reporting, including examples of types of reports; and
11. Approach to DOM's interaction with contract management staff.

5.8 WORK PLAN AND SCHEDULE

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the contract. The schedule should allow fifteen (15) working days for DOM approval of each submission or re-submission of each individual deliverable, unless another time frame has been specified for a particular deliverable in other sections of this RFP. The work plan to be proposed should include all responsibilities, milestones, and deliverables outlined previously in this RFP. This Section shall cover:

1. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan.
2. Person-weeks of effort for each task or subtask, showing the Offeror's personnel and DOM personnel efforts separately.
3. A network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.
4. A Gantt chart, showing the planned start and end dates of all tasks and subtasks.
5. A discussion of how the work plan provides for handling of potential and actual problems.
6. A schedule for all deliverables. A minimum of fifteen (15) business days review time by DOM.

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6. BUSINESS/COST PROPOSAL

6.1 GENERAL

All Offerors must certify in the transmittal letter that their offer shall be binding upon the Offeror for a period of one hundred eighty (180) calendar days following the proposal due date. Pricing will be considered as separate criteria of the overall proposal package.

Offerors shall propose a single fixed price for the Implementation Phase of the contract. Offerors shall propose a per beneficiary per month transported for the operational phase of the contract as stated on the pricing schedule (Appendix A).

6.2 BID MODIFICATION IN THE EVENT OF A FEDERAL AND/OR STATE LAW, REGULATION OR POLICY

In the event any change occurs in Federal or State law, regulations, policies, or Medicaid plan coverage, and DOM determines that these changes impact materially on proposal pricing, DOM reserves the right to require the Offerors to amend their proposals. The failure of an Offeror to negotiate these required changes will exclude such Offeror from further consideration for contract award. All proposals shall be based upon the provisions of Federal and State laws and regulations and DOM's approved Medicaid State Plan.

6.3 PROPOSAL CONTENT

The Business Proposal shall include only the following:

1. Appendix A – Budget Summary - A detailed worksheet by line item of all costs as it pertains to the Contractor Responsibilities and Deliverables as found in Section 1.0 of the RFP.
2. Additional pricing schedules to adequately explain method of cost determination including all assumptions (i.e. service or enrollment volume assumptions).
3. Each pricing schedule must be signed and dated by an authorized corporate official.
4. All proposals submitted by corporations shall contain certification by the secretary or other appropriate corporate official, other than the signer of the corporate proposal, that the corporate official signing the corporate proposal has the authority to obligate and bind the corporation to the terms, conditions and provisions of the proposal.

Proposals received that do not include the above items may be rejected at the discretion of DOM. Proposals that contain any material other than the above may be rejected at the discretion of DOM.

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7. PROPOSAL EVALUATION

7.1 GENERAL

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

7.2 EVALUATION OF PROPOSALS

A standard evaluation form will be utilized by the Evaluation Committee to ensure consistency in evaluation criteria. However, DOM retains the right to deviate from the standard form, if necessary to maintain the integrity of the procurement; and to ensure selection of the best qualified Contractor.

A maximum of 100 points will be available for each proposal which shall be comprised of a technical and a business proposal. The points awarded per phase by the evaluation committee will be totaled to determine the points awarded per proposal.

Evaluation of eligible proposals will be conducted in five (5) phases. The Procurement Officer will complete Phase One. The Technical Proposal Evaluation Committee will complete Phase Two. The Business Proposal Evaluation Committee will complete Phase Three. In Phase Four, the Procurement Officer will compile the results of the technical and business evaluations and make a recommendation to the Executive Director of DOM based on the results of the evaluation. In Phase Five the award decision will be made by the Executive Director.

At its option, the State may request an interview from Offerors in a competitive range in the evaluation. Offerors must be prepared to meet with DOM staff within five (5) calendar days of notification. All costs associated with the interview will be the responsibility of the Offeror.

7.2.1 Phase One- Evaluation of Offerors' Response to RFP

In this phase, the Procurement Officer reviews each proposal to determine if it is responsive. Each proposal will be evaluated to determine if it is complete and whether it complies with the instructions to Offerors in the RFP. Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation.

The Procurement Officer will determine if an incomplete proposal is sufficiently responsive to continue to Phase Two. If necessary, the Procurement Officer may request clarifications from the Offeror(s) in order to determine if they may advance to Phase Two.

7.2.2 Phase Two - Evaluation of Technical Proposal

Only those proposals which meet the requirements of the RFP and are determined responsive in Phase One will be considered in Phase Two.

Any Technical Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by DOM. DOM reserves the right to waive minor variances or reject any or all proposals. In addition, DOM reserves the right to request clarifications or enter into discussions with all Offerors.

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

TECHNICAL PROPOSAL SECTION	MAXIMUM SCORE
Executive Summary/Understanding of Project	2
Corporate Background and Experience	9
Organization and Staffing	10
Methodology	40
Project Management	5
Work Plan and Schedule	4
TOTAL	**70**

Proposals must score a minimum of 45 points of the total score in order to proceed to the Business/Cost phase of the evaluation. Proposals receiving less than 45 points will not be considered for the Business/Cost evaluation or contract award. DOM has the discretion to waive any threshold requirement should it become prohibitively exclusive, and such waiver is in the best interest of the State of Mississippi.

7.2.2.1 Executive Summary

The Evaluation Committee will review the Executive Summary to determine if it provides all information required in Section 5.3 of this RFP and is five (5) pages or less in length.

7.2.2.2 Corporate Background and Experience

The Corporate Background and Experience Section shall include for the Offeror details of the background of the company, its size and resources, details of corporate experience relevant to the proposed contract, audited financial statements, and a list of all current or recent Medicaid or related projects. The time frame to be covered should begin, at a minimum, in September 2006 through present date. The evaluation criteria will address:

1. Date established;
2. Location of the principal place of business;
3. Ownership (e.g. public company, partnership, subsidiary);
4. Total number of employees;
5. Scope of services provided through partnerships or subcontractors;
6. Performance history and reputation;
7. Current products and services;
8. Number of current NET State Medicaid projects; and
9. Number of current NET related project (non-Medicaid projects).

7.2.2.3 Methodology

The Evaluation Committee will evaluate the approach and process offered to provide services as required by this RFP. In addition to the information required in Section 1.0 of this RFP, the evaluation criteria will address at a minimum the following (if applicable):

1. Processes and requirements for completion of the project.
2. Data management plan, including hardware, software, communications links, and data needs and proposed coordination plan.
3. Processes for maintaining confidentiality of PHI.
4. Processes for development and submission of required deliverables.
5. Scope of services provided through partnerships or subcontractors.
6. Quality Assurance processes.

7.2.2.4 Organization and Staffing

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

7.2.2.5 Project Management and Control

The Evaluation Committee will evaluate the Offeror's proposal to determine if all of the elements required by Section 5.7 of the RFP are addressed. Specifically, the committee will evaluate:

1. Offeror's approach to the management of the project and ability to keep the project on target and to ensure that the requested services are provided;
2. Offeror's control of the project to ensure that all requests are being met and that the Offeror is able to identify and resolve problems which occur;
3. Offeror's methods for estimating and documenting personnel hours spent by staff on project activities to be sure they are sound and fair;
4. Offeror's plans to comply with the reporting requirements of the contract, including the provision of status reports to DOM, and whether the reports are appropriate and sufficient to keep DOM informed of all aspects of the implementation and operation of the project; and
5. Offeror's understanding of the importance of interacting with DOM management staff and presenting a plan to do so appropriately.

7.2.2.6 Work Plan and Schedule

The Evaluation Committee will review and evaluate the work plan and schedule to determine if all tasks are included and if, for each task, a timeline and an identification of staff responsible for the task's accomplishment are

indicated. The work plan must provide a logical sequence of tasks and a sufficient amount of time for their accomplishment.

7.2.3 Phase Three - Evaluation of Business/Cost Proposal

Only those proposals that satisfactorily completed Phase Two will be considered for Phase Three. DOM reserves the right to waive minor variances or reject any or all proposals.

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

The maximum 30 points will be assigned to the lowest and best acceptable proposal. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * 30 = Z$$

X = lowest bid price
Y = Offeror's bid price
Z = assigned points

7.3 Phase Four and Five - Selection

After the evaluation committee has completed the evaluation of the proposals, a summary report including all evaluations will be submitted to the Executive Director of DOM. The Executive Director will make the final decision regarding the winning proposal.

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Appendix A - Budget Summary

Section 1.0 and Section 6.0 address submission of the Budget Summary. Failure to follow the submittal instructions will immediately disqualify the Offeror. Operation Cost should not include any Implementation Cost.

Budget Summary Non-Emergency Transportation Services for ESRD Beneficiaries RFP #20161021-1				
Name of Offeror:				
Calculations based on an estimated participant population of: 84				
Populations covered through this contract	**Contract Term 4/01/2017-3/30/2020**	**Renewal Year 1 4/1/2020-2/30/2021**	**Renewal Year 2 4/1/2021-3/30/22**	**Total**
Implementation Cost				
Operation Cost				
Total Contract Cost				

a. Offerors must provide, as an attachment to the Budget Summary, a detailed worksheet by line item of all costs as they pertain to the Contractor responsibilities outlined in Section 1 of the RFP.

b. Please provide a Price Per Beneficiary Per Month Transported quote based on the above estimated participant population $_____

I certify that I am legally obligating the above named Offeror to the conditions of this contract.	
Signature:	**Date:**
Printed Name:	**Title:**

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Appendix B is located on the DOM Procurement Website:
http://www.medicaid.ms.gov/resources/procurement/

Appendix B 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.

Appendix C References

REFERENCE 1
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Offeror may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until three (3) references have been interviewed and Reference Score Sheets completed for each of the three (3) references. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least three (3) references are available for interview. DOM staff must be able to contact three (3) references within three (3) business days of proposal due date to be considered

EXHIBIT 1

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, 45 C.F.R. Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, 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 Department of Health and Human Services (HHS) 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 must 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 must 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 C.F.R. § 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 ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or 2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

_____ _____
Signature Date

_____ _____
Title Organization

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EXHIBIT 2

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions
45 CFR Part 76,

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____
Signature Date

_____ _____
Title Organization