

**CONTRACT BETWEEN THE
DIVISION OF MEDICAID
OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI
AND**

CONTRACTOR NAME

**FOR
MISSISSIPPI MEDICAID ENTERPRISE SOLUTION &
FISCAL AGENT SERVICES**

THIS CONTRACT is made and entered into between the **DIVISION OF MEDICAID, OFFICE OF THE GOVERNOR, STATE OF MISSISSIPPI**, an administrative agency (hereinafter “DOM”), and **CONTRACTOR NAME**, a corporation qualified to do business in Mississippi (hereinafter “Contractor”).c

WHEREAS:

On **DATE**, DOM issued a Request for Proposals (RFP# **20131025**) to provide a full service Medicaid Management Information System (“MMIS”), Pharmacy Benefits Manager (“PBM”) and Decision Support System (“DSS”), all of which is referred to as the “Medicaid Enterprise System” (MES), and fiscal agent services; and

WHEREAS:

The Request for Proposals (hereinafter “RFP”) requested that a Proposal be submitted to DOM; and

WHEREAS:

The Contractor’s proposal in response to the RFP was selected by DOM and the Contract awarded to Contractor.

NOW, THEREFORE, IT IS AGREED BETWEEN THE DIVISION AND CONTRACTOR THAT:

**ARTICLE I
ENTIRE AGREEMENT**

- A. The RFP in its entirety, together with all attachments, exhibits, appendices, and amendments, the Proposal of Contractor, together with all attachments, exhibits and appendices, and written questions and answers, are made a part of this Contract as fully as if set forth herein and its terms are made the terms of this Contract. The RFP is labeled as Attachment A. The RFP Bidder Questions and Answers are labeled as Attachment B. The Proposal and attachments submitted by Contractor are labeled as Attachment C. The Best and Final Offer submitted by Contractor is labeled as Attachment D **[if applicable]**.
- B. In the event of a dispute or conflict in interpreting the Contract, the Contract, without the Contract's incorporated material, shall be the first controlling. After the Contract, the order of priority shall be as follows: the RFP Bidder Questions and Answers (Attachment B), RFP and any amendments thereto (Attachment A), the Best and Final Offer (Attachment D) **[if applicable]**, the Proposal and its attachments (Attachment C). 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.

**ARTICLE II
SCOPE OF WORK**

The Scope of Work provisions as described in Section 7 of the RFP are made a part of this Contract as fully as if set forth herein and its terms are made the terms of this Contract.

**ARTICLE III
CONTRACT PRICE**

The total amount payable by DOM to the Contractor under this Contract shall be limited as described in the Contractor's Best and Final Offer **[if applicable]**; or if no Best and

Final Offer, the Total Price as referenced in Appendix G, Summary Price Sheet, of the RFP.

This rate shall not exceed a total of \$**XXXXXXXX** for the term of this Contract.

Payments shall be made in accordance with state law and as described in this Contract Terms and Conditions in Article IV.

ARTICLE IV

TERMS AND CONDITIONS

The following Terms and Conditions apply:

1. General

This Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi or at www.mspb.ms.gov.

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

2. Performance Standards, Actual Damages, Liquidated Damages, and Penalties

a. Performance Bond/Irrevocable Bank Letter of Credit

DOM shall require a Performance Bond or Irrevocable Bank Letter of Credit, as outlined in Section 6.5.3 of the RFP. These sureties provide security to DOM throughout the course of this Contract.

The bond must provide funds to DOM for any liability, loss, damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of this Contract. Such requirements include, but are not limited to, the Contractor's obligation to pay liquidated damages, indemnify DOM under circumstances described

in this Contract, and the Contractor's obligation to perform the services required by this Contract throughout the entire term of the Contract. The Written Dollar Amount shall not be reduced at any time during the period of the Contract without written agreement by both parties.

The Contractor shall secure and submit the bond prior to the start date of contract negotiations and in the manner and form prescribed by DOM. The bond shall be issued through a company licensed to issue such a bond in the State of Mississippi. The adequacy of the Performance Bond or Irrevocable Bank Letter of Credit will be determined at DOM's sole discretion. The Performance Bond or Irrevocable Bank Letter of Credit shall cover the entire Contract period, including all options to extend this Contract, and shall not be released until final acceptance of all products and deliverables required herein or until the Warranty period has expired, whichever occurs last, in order to guarantee full and faithful performance of all undertakings and obligations under this Contract. At DOM's sole discretion, DOM may, at any time during the Warranty period, review Contractor's performance in order to determine that the Performance Bond or Irrevocable Bank Letter of Credit may be reduced or released prior to expiration of the Warranty period.

The Contractor must make all necessary arrangements for the Performance Bond or Irrevocable Bank Letter of Credit prior to the start date of Contract negotiations. Contractor acknowledges and understands that DOM will not assist the Contractor with securing the services of any fidelity or guaranty underwriter.

Failure to adhere to the requirements of this section shall result in termination of this Contract as a material breach of the Contract.

b. Design, Development and Implementation (DD&I) for Performance Standards and Associated Penalties

DOM will monitor the Contractor's performance during Design, Development and Implementation (DD&I) according to the preliminary requirements defined within Section 7, Scope of Work, of the RFP, and to be defined during contract negotiations. Key areas that will be monitored during DD&I include:

- Missed milestones;
- Poor quality of deliverables (including but not limited to schedule, scope, accuracy, completeness, timeliness, and consistency of deliverables);
- Missed milestones related to procurement, configuration, set up and implementation of hardware; and

- Missed milestones related to procurement, configuration, set up and implementation of software.

Contractor should be aware that payments for this project will be made on a milestone-based schedule and, upon DOM acceptance of the agreed upon milestones. Failures caused by the Contractor may result in penalties being assessed at the time of a missed or unacceptable deliverable / milestone on a daily basis at a rate of \$1,000.00 per calendar day until such deliverable / milestone is met.

The Contractor must monitor performance, as defined during contract negotiations, and provide the documents identified, including but not limited to those listed below:

Reports. A report that details status of major milestones and deliverables completed, in process, planned, delayed, or added; Recommendations for the corrective action for each delayed deliverable / milestone must be included.; and

Work Plan. Updated Work Plans for the project reflecting progress and/or current status, with changes noted.

c. Operation Performance Standards and Associated Penalties

DOM will monitor the Contractor’s performance during Maintenance and Operations using a performance reporting system to be implemented by the Contractor. Each Service Level Agreement (“SLA”) presented in the RFP at Appendix P – Service Level Agreements establishes the performance level expected by DOM in a particular area. Key Performance Indicators (“KPIs”) are identified within each SLA and are to be measured and reported each month by the Contractor. The SLAs are:

- System Availability;
- System Performance;
- Database Updates;
- Operational Problem Management;
- Customer Service Support;
- Claims Adjudication;
- Claims Payment;
- Reporting;
- Drug Rebate;
- Operational Functionality;
- Staffing;

- Maintenance and Modifications Activities [and, if applicable]
- [Any other KPIs finalized during the negotiation of this Contract]

Performance Monitoring. The KPIs used to define the service levels are an adjunct to the performance standards established in Section 7 of the RFP –Scope of Work. DOM has identified the KPIs to be key indicators of the Contractor’s operational performance. Failure to achieve a KPI may, at the discretion of DOM, result in financial penalties.

Monthly Reporting. The Contractor must monitor performance against the DOM-specified KPIs in the RFP, and is to develop operations reports to demonstrate compliance with applicable KPIs. The Contractor is to submit a monthly Performance Report Card on all KPIs, regarding the prior month’s performance, no later than the 10th of the month, with out-of-bounds metrics visually highlighted in the report. The Contractor may include additional information regarding SLA compliance in its report. The Contractor will work collaboratively with DOM to define applicable reports. The automated reports are to be flexible and adaptable to changes in the performance measurements through a rules-based engine, or component of a rules-based engine, in the MES.

Corrective Action. When a KPI is not met, the Contractor is expected to provide DOM with a written detailed Corrective Action Report which describes: the missed KPI, a full description of the issue, the cause of the problem, risks related to the issue, the resolution, including any failed solution implemented prior to resolution, and the proposed corrective action going forward to avoid missing the KPI in the future. Upon receipt of the report, DOM may request a meeting to further discuss issues. The Contractor is to implement proposed corrective action only upon approval of DOM.

Periodic Reviews. Prior to commencement of Maintenance and Operations, DOM and Contractor will review all KPIs to determine if revisions are needed. After the Start of Operations, similar reviews will be held annually, upon the implementation of a change that impacts existing KPIs, or at the request of DOM.

d. Staffing Penalties

Positions that are designated as Key Personnel shall not remain vacant for more than ten (10) calendar days. Key Personnel replacements that are named without following the DOM-approved process outlined in the Contractor’s Staffing Plan may result in a \$20,000 penalty per incident during the DD&I phase of the project or a 1% penalty of the monthly operational payment for the duration of the vacancy. No position may be

filled with a temporary appointee for more than sixty (60) calendar days in any one year period. Key Personnel are identified in Section 7.2 of the RFP.

Positions that are not designated as Key Personnel must be maintained at a level of at least 95% capacity. Failure to maintain staffing according to the Contractor's staffing plan may result in a \$20,000 penalty for each month that the staffing levels remain below 95% capacity during the DD&I phase. In the event that operational staffing levels fall below 95% capacity, a Staffing Penalty of 1% of the monthly operational costs may be assessed for each month that the staffing levels remain below 95% capacity during Operations.

DOM may invoke additional penalties as detailed in Appendix P of the RFP for failure to meet performance standards that are directly attributable to inadequate staffing. DOM may assess a \$50,000 penalty for each month that the staffing remains inadequate during the DD&I phase and 5% of the monthly operating costs for each month during the Operations phase.

e. Actual Damages and Liquidated Damages

DOM reserves the right to assess actual or liquidated damages upon the Contractor's failure to provide timely services required pursuant to this Contract. Actual or liquidated damages for failure to meet specific performance standards as set forth in the Scope of Work may be assessed as specifically set forth in each performance standard. The Contractor shall be given fifteen (15) days notice to respond before DOM makes the assessment. Any assessment will be offset against the subsequent monthly payment(s) to the Contractor. If liquidated damages are known to be insufficient, then DOM has the right to pursue actual damages. Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this Contract or state or federal law.

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

The following liquidated damages apply:

- Unauthorized utilization of the Data in violation of this Contract.
 - \$10,000 per occurrence. An occurrence means each unauthorized use, regardless of the number of beneficiaries or providers involved.
- Unauthorized use of DOM's name, brand, or likeness in violation of this contract.
 - \$1,000 per occurrence. An occurrence means each unauthorized use.
- Failure to timely process claims per Centers for Medicare and Medicaid Services' (CMS) requirements and additional criteria to be further defined during contract negotiations.
 - \$5,000 per occurrence per day. An occurrence means each request not completed timely (within ten (10) business days).
- Failure to meet the requirements of Health Insurance Portability and Accountability Act (HIPAA).
 - \$1,000 per occurrence. An occurrence means each improper use or disclosure of beneficiary information.
- Failure to meet reporting and deliverable requirements in violation of this Contract.
 - \$1,000 per day per occurrence per day. An occurrence means submission of reports or deliverables after the due date.
- Failure to meet the requirements of the Business Associates Agreement (BAA).
 - \$1,000 per occurrence. An occurrence means each failure to comply with the BAA requirements, regardless of the number of beneficiaries or clinicians involved.

f. Hardware and Software Penalties

Implementation of hardware and software must be recognized as milestones during the DD&I phase. Operations Phase, KPIs and associated penalties for hardware and software maintenance and modification are defined in Appendix P of the RFP.

g. Right to Penalties

DOM and the Contractor agree that when any failure by the Contractor to perform in accordance with established performance standards results in a loss to DOM, the Contractor is subject to penalties. If the Contractor fails to meet the performance standards as stated in this section, DOM may penalize the Contractor as defined above

and references in Appendix P of the RFP. DOM has the right to deduct the specified penalty amounts from the billed amount due to the Contractor.

If the Contractor's failure to perform satisfactorily exposes DOM to the likelihood of contracting with another person or entity to perform services required of the Contractor under this Contract, upon notice setting forth the services and penalty, DOM may retain from the Contractor payment(s) in an amount commensurate with the costs anticipated to be incurred, as described above. DOM shall account to the Contractor for costs incurred and return any excess penalty to the Contractor. If the penalty is not sufficient, the Contractor shall immediately reimburse DOM the difference or DOM may offset from any payment(s) due the Contractor. The Contractor will cooperate fully with the supplemental Contractor and provide any necessary assistance to implement the terms of its agreement for services with the supplemental contractor.

3. Terms of Contract

This Contract is for the design, development, and implementation (DD&I) and fiscal agent services of the MES. The DD&I period begins the day this Contract is executed by both parties and shall remain in effect until the operations phase. The DD&I phase of this Contract is expected to last for a total of thirty-six (36) months. The operations period begins after the completion of the DD&I phase. The operations period will carry a three (3) year base term contract with two (2) optional two-year renewals available at the mutual consent of the parties. DOM will notify the Contractor eighteen (18) months before the end of the contract term as to whether the optional renewals will be exercised by DOM.

a. Stop Work Order

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 an extension. 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 comply with its terms and take all reasonable steps to minimize the occurrence of costs allowable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within an extension to which the parties shall have agreed, the Contract Administrator shall either:

- Cancel the stop work order; or

- Terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this Contract.

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 this Contract shall be modified in writing accordingly, only if:

- The stop work order or extension 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
- The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the stop work order or extension.

Termination of Work

If a stop work order or extension is not canceled and the work covered by such stop work order or extension is terminated for default or convenience, adjustment to the Contract price will be negotiated between DOM and the Contractor.

b. Termination of Contract

This Contract may be terminated by DOM as follows:

- For default by the Contractor;
- For convenience;
- For the Contractor’s bankruptcy, insolvency, receivership, or liquidation; or
- For non-availability of funds.

At DOM’s option, termination for any reason listed herein may also be considered termination for convenience.

Termination for Default by the Contractor

DOM may immediately terminate this Contract in whole or in part whenever DOM determines that the Contractor has failed to satisfactorily perform its Contractual duties and responsibilities and is unable to resolve such failure within a period of time specified by DOM, after considering the gravity and nature of the default. Such termination shall be referred to herein as “Termination for Default.”

Upon determination by DOM of any such failure by the Contractor to satisfactorily perform its Contractual duties and responsibilities, DOM may notify the Contractor of the failure and establish a reasonable time period in which to resolve such failure. If the Contractor does not resolve the failure within the specified time period, DOM will notify the Contractor that this Contract in full or in part has been terminated for default. Such notice shall be in writing and delivered to the Contractor by certified mail, return receipt requested, or in person.

If, after Notice of Termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence on the part of the Contractor or any subcontractor, the Notice of Termination shall be deemed to have been issued as a termination for the convenience of DOM, and the rights and obligations of the parties shall be governed accordingly.

In the event of Termination for Default, in full or in part as provided by this clause, DOM may procure, upon such terms and in such manner as DOM may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to DOM for any excess costs for such similar supplies or services for the remainder of the Contract period. In addition, the Contractor shall be liable to DOM for administrative costs incurred by DOM in procuring such similar supplies or services.

In the event of a termination for default, the Contractor may, at DOM's discretion, be paid for those deliverables that the Contractor has delivered to DOM. Payments for completed deliverables delivered to and accepted by DOM shall be at the Contract price.

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 the Contract.

Termination for Convenience

DOM may terminate performance of work under this Contract in whole or in part whenever for any reason DOM determines that such termination is in the best interest of DOM.

In the event that DOM elects to terminate this Contract pursuant to this provision, it shall notify the Contractor by certified mail, return receipt requested, or delivered in person. 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.

Upon receipt of Notice of Termination for convenience, the Contractor shall be paid the following:

- The Contract price for completed deliverables delivered to and accepted by DOM; and
- A price commensurate with the actual cost of performance for partially completed deliverables.

Termination for the Contractor Bankruptcy

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, DOM may, at its option, terminate this Contract in whole or in part.

In the event DOM elects to terminate this 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.

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 agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or 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 the State, the State shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

c. Procedure on Termination

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 this Contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under this 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 this 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 timeframe 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 members 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 this 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 this Contract for any reason.

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 the 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 Contract, 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 10.f. below) from any such determination made by DOM.

d. Assignment of the Contract

The Contractor shall not sell, transfer, assign, or otherwise dispose of this 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. No approval by DOM of any assignment may be deemed to obligate DOM beyond the provisions of this Contract. This provision includes reassignment of this 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.

No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Offeror's proposal and subsequently accepted by the State.

e. Excusable Delays

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.

f. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law 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.

4. Notices

Whenever, under this Contract, one party is required to give notice to the other, except for purposes of Notice of Termination under Paragraph 3 of this Article, 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:

Account Manager
Contractor
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

5. Cost or Pricing Data

Contractor certifies that the prices submitted in its response to the RFP were arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Contractor understands and agrees that if DOM determines that any price, including profit or fee, negotiated in connection with the 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 Contract shall be modified in writing and acknowledged by the Contractor to reflect such reduction.

6. Method of Payment

a. DD&I Payments

DOM will make payments after milestones and/or deliverables have been successfully completed and accepted by DOM as finalized during contract negotiations. DOM will hold the Contractor to the performance standards as specified in Section 2. of this Contract and finalized during contract negotiations.

As provided in the RFP, the sum of the milestones and/or deliverables within each phase cannot exceed the following percentages:

- Project Initiation Phase (Section 7.2 – 7.3) – 5%;
- Design Phase – 25%;
- Development Phase – 35%;
- Implementation Phase – 25%; and
- Certification Phase – 10%.

The Contractor and DOM agree to the milestone and/or deliverable schedules as set forth in the RFP and as agreed upon during contract negotiations. The payment for each major milestone and/or deliverable identified by the Contractor and accepted by DOM shall be a contractually agreed amount minus a twenty percent (20%) retainage. The sum of payments will total the fixed costs for each Phase, as itemized in the Contractor's cost proposal. Retainage will be released in a lump sum ninety (90) days following CMS Certification.

b. Operations Payment

The Contractor and DOM agree to the monthly Operations invoicing and payment schedule as finalized during Contract negotiations.

Failures as a result of the Contractor shall result in penalties being assessed as outlined in Section 2.b. of this Contract.

7. E-Payment and PayMode

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," Mississippi Code Annotated § 31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

Payments by state agencies using the Statewide Automated Accounting System (SAAS), or the current Statewide 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 submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

8. Subcontracting

The Contractor shall disclose the Contractor's relationship with any proposed subcontractors, including off-shore contractors or employees. The Contractor shall address how it will monitor these subcontractors, and explain all past dealings with any proposed subcontractors. The Contractor shall provide references and qualifications of proposed subcontractors. DOM retains the right to refuse subcontractors at any time throughout the duration of this Contract.

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

Contractor may propose to subcontract services under this Contract, but no portion of the services to be performed under this Contract shall be subcontracted 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.

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal. The Contractor shall notify DOM in writing not less than thirty (30) days prior to an any proposed change to any subcontracting agreement.

Anti-Assignment

The Contractor acknowledges that it was selected by DOM to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of DOM, which DOM may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by DOM of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

9. Proprietary Rights

a. 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.

b. Ownership of Information and Data

All data, electronic or otherwise, collected by Seller and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by the Offeror in connection with this Agreement, whether completed or in progress, shall be the property of DOM upon completion of this Contract or upon termination of this Contract. DOM hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Contract. Contractor is prohibited from use of the above described information and/or materials without the express written approval of DOM.

c. Right of Inspection

DOM, the Mississippi Department of Audit, federal Department of Health and Human Services (DHHS), CMS, the Office of Inspector General (OIG), 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 must provide access to all facilities and assistance for DOM and Mississippi Audit Department representatives. All inspections and evaluations shall be performed in a manner that 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 this Contract. All audits performed by persons other than DOM staff will be coordinated through DOM and its staff.

d. 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.

The conditions in this paragraph are in addition to those provided in paragraph 18 herein.

e. Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to this 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) workdays 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 five (5) years thereafter, unless an audit is in progress or there is pending litigation. When an auditor pending litigation has not been completed at the end of the five (5) year period, records shall be retained until all issues are finally resolved.

10. Representation Regarding Contingent Fees

The Contractor represents by executing this Contract 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 Contractor's bid or proposal.

11. Interpretations / Changes / Disputes

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. Any ambiguity in this Contract shall be construed in favor of DOM.

a. 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.

b. Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

c. Severability

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both DOM and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of this Contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.

d. Headings

The headings used throughout this Contract are for convenience only and shall not be resorted to for interpretation of this Contract.

e. 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 this Contract. If any such change causes an increase or decrease in the cost of

the performance of any part of the work under this 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 (Paragraph 10.f. below). Nothing in this clause, however, shall in any manner excuse the Contractor from proceeding diligently with this Contract as changed.

If the parties are unable to reach an agreement within thirty (30) days of DOM's 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.

Change orders during any warranty period are addressed in paragraph 18 herein.

f. Disputes

Any dispute concerning this Contract that 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 unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Attorney General a written request to render an interpretation addressed to the Office of the Attorney General, 550 High Street, Suite 1200, Jackson, Mississippi 39201. The interpretation of the Attorney General or his duly authorized representative shall be final and conclusive. The Contractor and DOM shall be afforded an opportunity to be heard and to offer evidence in support of their interpretations. Nothing in this

paragraph shall be construed to relieve the Contractor of full and diligent performance of the Contract.

g. 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.

h. Attorney Fees

The Contractor agrees to pay reasonable attorney fees incurred by the State of Mississippi and DOM in taking any legal action to enforce this Contract or otherwise reasonably related thereto.

12. 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 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, damage, costs, or expenses that 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 this 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 its 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 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.

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, for damages incurred in the negligent performance of duties by the Contractor, 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.

Third-Party Action Notification

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

13. Status of the Contractor

a. 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 its 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 that might reasonably be expected to result in litigation related in any manner to this Contract or that 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 this Contract and the services provided therein directly or indirectly in any advertisement, news release, or professional trade or business presentation without prior written approval from DOM.

b. 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 under the employment of DOM, without the prior written consent of DOM. Further, the Contractor shall not knowingly engage in this project, on a full-time or part-time 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.

c. 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, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this 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 to employment by the Contractor of immediate family members of Medicaid providers.

d. 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 must agree to sign the Drug Free Workplace Certificate (Appendix D to the RFP).

e. No Property Rights

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

14. Employment Practices

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, age (except as provided by law), marital status, political affiliations, genetic information, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, genetic information, or disability.

Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. 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, religion, gender, national origin, age, marital status, political affiliation, genetic information, or disability, 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, gender, 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 the Mississippi Human Rights Act of 1977.

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.

15. Risk Management

The Contractor may insure any portion of the risk under the provision of this 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.

Under this Contract, the Contractor shall obtain from an insurance company, duly authorized to do business and doing business in Mississippi, insurance as follows:

a. 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 the State of 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.

b. 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 Contract.

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 the 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 Contract. The Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following Contract signing and annually thereafter.

16. Confidentiality of Information

a. Confidentiality of Member Information

All information as to personal facts and circumstances concerning Medicaid members 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 member, his/her attorney, or his/her responsible parent or guardian/representative, except as may be required by DOM.

The use or disclosure of information concerning members shall be limited to purposes directly connected with the administration of this Contract.

All of the Contractor officers and employees performing any work for or on this 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.

The Contract shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996; 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 of 2009, and additional regulations as referenced in Appendix E, Business Associate Agreement, of the RFP.

b. Confidentiality of Proposals and Contract Terms

Contractor expressly acknowledges that after the award of this Contract, all Offerors' proposals, and any accompanying exhibits, attachments and appendices are subject to

disclosure under the “Mississippi Public Records Act of 1983”, codified as Section 25-61-1, et seq., Mississippi Code Annotated and the Federal Freedom of Information Act. Information specified by an Offeror as proprietary information shall be available for disclosure as provided by State statute, unless an Offeror seeks and is granted a protective order for the proprietary information.

In addition, Contractor acknowledges that a fully executed copy of this Contract, including the Proposal, shall be posted to the State of Mississippi’s accountability website at <https://www.transparency.mississippi.gov>, in accordance with the Mississippi Accountability and Transparency Act of 2008, Section 27-104-151, et seq., of the Mississippi Code Annotated (1972, as amended), and the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable. Unless exempted from disclosure due to a court-issued protective order, this Contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting this Contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

In the event that either party to this agreement 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 this agreement. The parties agree that this provision is subject to and superseded by Miss. Code Ann. Section 25-61-1, et seq. regarding Public Access to Public Records.

17. Contractor Compliance Issues

The Contractor agrees that all work performed as part of this Contract will 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.

a. 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.

b. 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.

c. HIPAA Compliance

The Contractor must ensure that all work supports the HIPAA Security Rules and sign a HIPAA Business Associate Agreement (see Appendix E to the RFP).

d. 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.

e. Environmental Protection

The Contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (45 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulation (40 CFR Part 15) 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 U. S. EPA Assistant Administrator for Enforcement.

f. 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 as referenced in Exhibit 1 of this Contract.

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 Title 31, Section 1352, U.S. Code. 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.

g. 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. Specifically:

1. Contractor represents and warrants that no official or employee of DOM, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Contract. Contractor warrants that it has removed any material conflict of interest prior to the signing of this Contract, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Contract. Contractor also warrants that in the performance of this Contract no person having any such known interests shall be employed.
2. Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or

delegate to Congress has or shall benefit financially or materially from this Contract. No individual employed by the State of Mississippi shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found, after notice and hearing by the DOM Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Contract or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the DOM Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Contract is terminated under this paragraph, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

3. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

h. 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.

i. 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.

j. Compliance with the Mississippi Employment Protection Act

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: 1) termination of this Contract 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 the State of Mississippi for up to one (1) year; or 3) both.

In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

k. Compliance with Enterprise Security Policy

Contractor understands that its work under this Contract 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 this Contract 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 prior to accessing the policy. The Contractor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Contractor receiving the requested policy information, the Contractor must sign and submit the non-disclosure agreement found on the ITS Website, <http://www.its.ms.gov>, as follows: click on the “Policies” tab located on the top right of the screen; ; select “Enterprise Security Policy”. The form can be found at the “Enterprise Security Policy” link under the “Third Party” heading. The complete Web address is: <http://www.its.ms.gov/Services/Documents/Security/Instructions%20for%203Party%20Acquiring%20ITS%20ESP.pdf>

Contractor must provide contact information (name, email address, phone number) that can be used to coordinate the secure delivery of the requested information.

I. Compliance with Federal Ownership and Financial Interest Requirements

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

1. The name and address of any person (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 must 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 person (individual or corporation) with any 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 person (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).

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.

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

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.

In accordance with 42 C.F.R. § 455.105, the Contractor must fully disclose all information related to business transactions. The Contractor must 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 \$25,000 during the twelve (12) month period ending on the date of the request; and,
2. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any

subcontractor, during the five (5) year period ending on the date of the request.

In accordance with 42 C.F.R. § 455.106(a), the Contractor must 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.

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.

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).

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.

18. Project Work Schedule

During the project initiation, Contractor and DOM will develop a mutually agreed upon work schedule including the division of responsibility between DOM's staff and Contractor's staff. It is understood by the parties that the project work schedule must be finalized and accepted by DOM prior to any work being performed. Once this mutually agreed upon work schedule, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of the contract. The dates in the work schedule will define the agreed upon period of performance. The parties acknowledge that the work schedule will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the work schedule will take precedence over any prior plans.

19. Warranties

a. Comprehensive Warranty

Contractor represents and warrants that all work performed hereunder, including but not limited to fiscal agent services, consulting, conversion, training, and technical support shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall comply in all respects with the requirements of the RFP and this Contract. Contractor further represents and warrants that the system provided pursuant to the requirements of the RFP and this Contract will pass both internal security audits and independent security audits.

b. Breach of Warranty

Unless addressed specifically elsewhere in this paragraph, for any breach of this warranty, the Contractor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to DOM, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse DOM the fees paid to the Contractor for the unsatisfactory services. This paragraph shall in no way limit additional remedies available to DOM for breach of any other contractual obligations.

c. Implementation Warranty

In addition to the Comprehensive Warranty in paragraph 18.a., Contractor shall provide a warranty on the implemented MES. The warranty shall encompass correction of defective software, functionality, and procedures that were considered to be within the scope of the procurement or subsequent change orders resulting in this Contract at no

additional cost to DOM. The Warranty Period will begin upon DOM's Final Acceptance, as defined in Section 7.6.1 of the RFP, of the implemented solution for a period of twelve (12) months. Following the Warranty Period, Contractor must provide ongoing technical support (i.e., post-warranty Maintenance) for the life of the resulting Contract. The Contractor must identify the support structure available to the state and describe the anticipated plan for supporting DOM beyond the warranty period.

d. Maintenance/Operation Warranty

In addition to the Comprehensive Warranty in paragraph 18.a., during both the Warranty and Maintenance periods, DOM requires specific assurances that operations will remain operative and that downtime will not be caused by lack of service. Contractor warrants that it shall be responsive and timely to maintenance/technical support calls/inquiries made by DOM. DOM reserves the right to determine and assign levels of severity for the issue/support problem. All defects will be documented and categorized by the State as described in Section 7.7.1 of the RFP and below.

1. Priority 0 Errors shall be defined as urgent situations with a critical business impact, such as when the production system is down and the State is unable to use any critical component of the new MES solution. Requires immediate State notification within one (1) hour of problem discovery and resolution within two (2) hours. Resolution is defined as the issue/problem has been satisfactorily resolved/repaired and approved by DOM.
2. Priority 1 Errors shall be defined as those with a serious business impact and which indicate serious production issues where some part of the MES are unusable or usable but severely limited and no workaround exists. Requires immediate State notification within one (1) hour of problem discovery and resolution within twenty-four (24) hours.
3. Priority 2 Errors shall be defined as those with a significant business impact and which indicate moderate production issues where some part of the MES are unusable or usable but a workaround is available (not critical to operations). Requires State notification within one (1) hour of problem discovery and resolution within five (5) business days.
4. Priority 3 Errors shall be defined as those with minimal business impact and which indicate that the problem results in little impact on operations or a reasonable circumvention to the problem has been implemented. Requires State notification within one (1) hour of problem discovery and resolution within an agreed-upon

schedule between the Contractor and DOM (as defined by DOM).

DOM may penalize the Contractor as defined in Appendix P of the RFP for failure to perform in accordance with Operational Problem Management standards.

e. Software Warranty

In addition to the Comprehensive Warranty in paragraph 18.a., Contractor represents and warrants that the implemented software and any associated customizations/modifications made by Contractor shall be free from material defects for the period described in paragraph 18.c. Specifically:

1. This warranty shall cover all components of the system, including but not limited to all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items either implemented by or provided by the Contractor.
2. This warranty apply to the base will apply to the base package, plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Contractor specifically for this project.
3. Any defects found will be documented and classified by DOM as described in Section 7.7.1 of the RFP. During this Warranty period, the Contractor will agree to correct any errors discovered at his own expense and in accordance with the specified amount of time for that category and as agreed upon through the Change Management Process.
4. The Contractor will maintain routine System performance and Fiscal Agent Operations while correcting the Defects.
5. Contractor represents and warrants that it will work with DOM in good faith to resolve any and all software issues that may arise during the term of this Contract and/or the Warranty Period.

f. Support Services

Contractor is required to keep a log of all support calls made by DOM staff and to provide this log to DOM with the current status of open issues, as well as documented solutions to closed issues, monthly and upon request. Contractor must furnish both application and systems software support by supplying all updates to system software as

they are released. Any proposed remote monitoring services must be proposed over a Virtual Private Network (VPN) link. In addition, Contractor warrants that it will provide software support as follows:

1. Contractor shall provide DOM the software support services specified in the RFP and Contractor's Proposal, as accepted by DOM, in response thereto, with said support to include but not be limited to the following: (a) upon notification of software errors, Contractor shall provide all remedial support and assistance needed to correct the errors which affect the operation of the software; (b) the provision of regular updates, new releases, and enhancements as they are released, but no less than one (1) annually; (c) unlimited toll-free technical telephone support in the operation of the software system Monday through Friday from 7:00 A.M. to 7:00 P.M. (Central Time), with a guaranteed one (1) hour telephone response time; priority placement in the support queue shall be given to all system locking situations or problems claimed by DOM to be a mission critical process; and (d) on-site support in the operation of the software products if reasonably convenient or necessary in the opinion of the Contractor. It is further understood that in the event the software product lines are discontinued, Contractor shall be responsible for supporting the last software release implemented by DOM for a minimum of five (5) years thereafter, with the same level of support as described in this Article. Should Contractor migrate away from the database currently required for the software installed for DOM to a different database, Contractor shall provide updated product and new database licensing to DOM at no cost to DOM.
2. Sixty (60) days prior to expiration of the initial software support period or any renewal term thereof, Contractor shall notify DOM in writing of the impending expiration, and DOM shall have thirty (30) days in which to notify Contractor of its decision to either renew or cancel any further software support. In no event shall the cost for software support increase by more than five percent (5%) per year.

g. Proprietary Rights

In addition to the Comprehensive Warranty in paragraph 18.a. and the terms of paragraph 8, Contractor represents and warrants:

1. Neither the customizations nor the use thereof violates or infringes on any copyright, patent, trademark, service mark, trade secret, or other proprietary right of any person or entity. DOM shall notify

Contractor promptly of any infringement claim of which it has knowledge and shall cooperate with Contractor in the defense of such claim by supplying information, all at Contractor's expense. Contractor warrants that it shall, at its own expense, defend any and all infringement actions filed against Contractor or Customer which involve the software provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgments finally awarded against Customer, as provided in paragraph 11. If the continued use of the software for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Contractor shall, at its expense: (a) first procure for DOM the right to continue using the software, or upon failing to procure such right; (b) modify or replace the software, or components thereof, with non-infringing software so it becomes non-infringing, or upon failing to secure either such right; (c) refund any fees or costs previously paid by DOM for the software DOM may no longer use. Said refund shall be paid within ten (10) working days of notice to DOM to discontinue said use.

2. Contractor represents and warrants that it has obtained all necessary rights to permit use of the graphics on the site and that the Contractor shall provide DOM with evidentiary proof of graphic licenses and releases.
3. All Contractor-supplied graphics and content contains no discriminatory, inflammatory, or libelous material.
4. Such provisions shall in no way limit remedies available to DOM for breach of any other contractual obligations.

h. Implied Warranties

Contractor shall not disclaim implied warranties of merchantability and implied warranties of fitness for a particular purpose. These implied warranties are in addition to all other warranties and remedies provided in this Contract. Any attempt to disclaim implied warranties shall be unenforceable, as against State law.

Change Orders

Change Orders related to the warranties provided in this paragraph or that are made during the Warranty Period will be performed by the Contractor's warranty staff at no extra charge unless it is mutually agreed in writing by DOM and the Contractor that the change is of such magnitude and urgency that additional resource(s) will be

required of the Contractor. In that instance, additional payment may be made based upon the Change Order rate(s) specified in Contractor's cost proposal.

20. Personnel Assignment Guarantee

Contractor guarantees that the personnel assigned to this project will remain staffed as described in Section 7.2.1 of the RFP throughout the duration of the Contract. Failure to comply with the requirements set forth in the RFP shall entitle DOM to terminate this Contract for cause or impose the penalties as set forth in Section IV.2.d., of this Contract.

ARTICLE V

TERM OF THE CONTRACT

This contract shall begin on **September 17, 2014 [anticipated, subject to change]**. The contract shall terminate on **DATE** unless the contract is terminated earlier pursuant to the provisions described herein. If necessary and if agreed upon by both parties, the contract may be extended for up to one (1) year.

ARTICLE VI

MODIFICATIONS

No modification or change of any provision in this 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. The Contract amendment must be approved by the Personal Service Contract Review Board before the change becomes effective. In some instances, it may also be required that the Contract amendment 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 as follows:

Contractor: **NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO MAKE CONTRACT MODIFICATIONS**

DOM: David J. Dzielak, Executive Director, 550 High Street, Suite 1000, Jackson, Mississippi 39201.

ARTICLE VII

NOTICES

Notices under this Contract shall be given in compliance with Article IV, Paragraph 4 and shall be addressed as follows:

A. In case of notice to the Contractor:

NAME, TITLE, AND ADDRESS OF PERSON TO BE NOTIFIED

B. In case of notice to DOM:

David J. Dzielak, Ph.D.
Executive Director
Division of Medicaid
550 High Street, Suite 1000
Jackson, Mississippi 39201

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate originals on the day herein written.

**DIVISION OF MEDICAID
OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI**

BY: _____
**DAVID J. DZIELAK, PH.D.
EXECUTIVE DIRECTOR**

CONTRACTOR NAME

BY: _____
**NAME OF SIGNATORY
POSITION/TITLE OF SIGNATORY**

BY: _____
SECRETARY OF THE CORPORATION

(CORPORATE SEAL)

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **David J. Dzielak, Ph.D.**, in his official capacity as the duly appointed **Executive Director** of the **Division of Medicaid in the Office of the Governor**, an administrative agency of the State of Mississippi, who acknowledged to me, being first duly authorized by said Division that he signed and delivered the above and foregoing written Contract for and on behalf of said Division and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the _____ day of _____, A.D., 2013.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____
COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **NAME OF SIGNATORY**, in his respective capacity as the **POSITION/TITLE OF SIGNATORY** of **CONTRACTOR NAME**, a corporation authorized to do business in Mississippi, who acknowledged to me, being first duly authorized by said corporation that he signed and delivered the above and foregoing written Contract for and on behalf of said corporation and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the _____ day of _____, A.D., 2013.

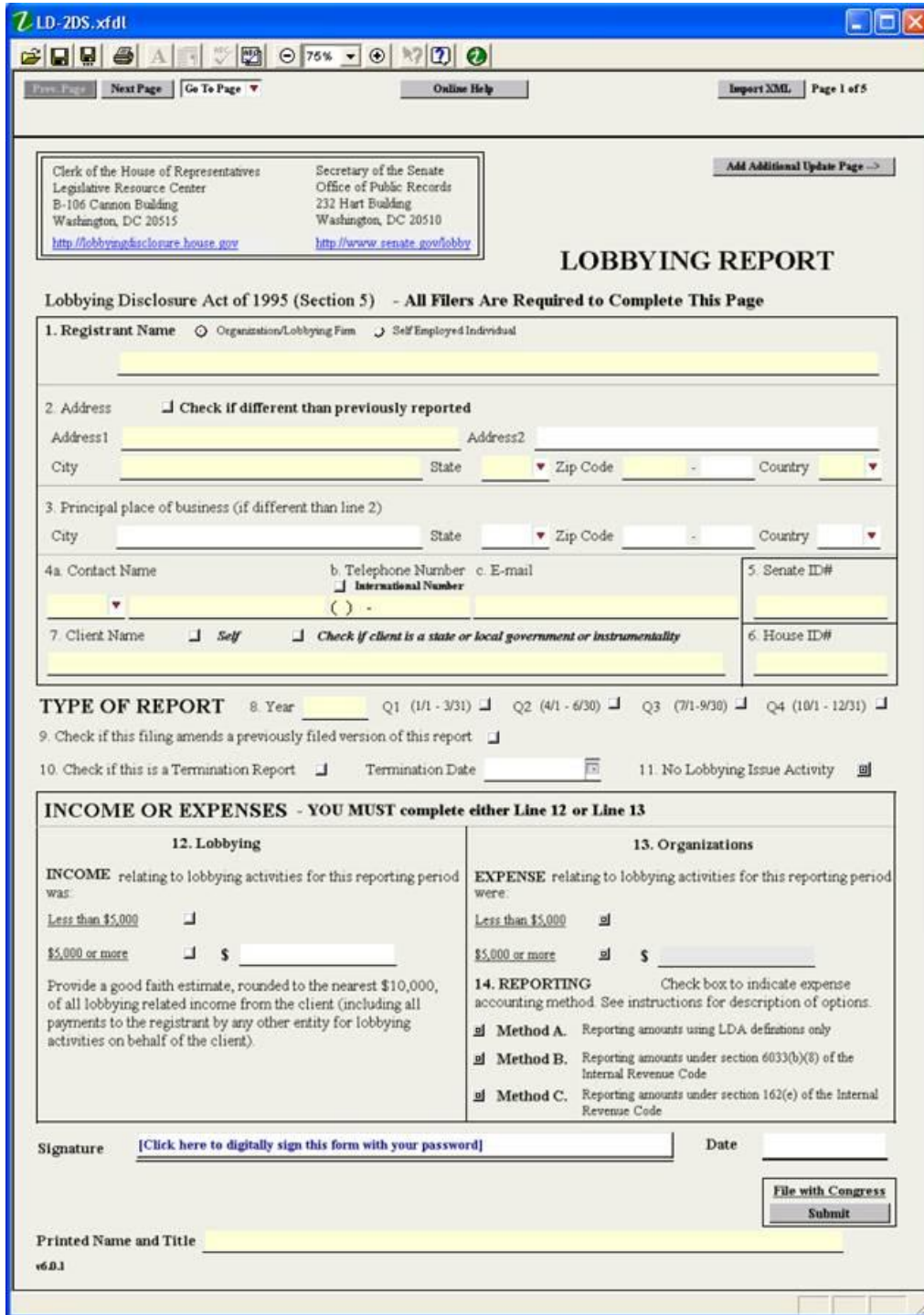
NOTARY PUBLIC

My Commission Expires:

EXHIBIT 1: LOBBYING REPORT (LD-2DS)

NOTE: Reference the link below for an explanation of filing requirements and instructions for completing and filing electronic Lobbying Disclosure Forms.

<http://lobbyingdisclosure.house.gov/help/WordDocuments/lobbyingreportld2dssampleform.htm>



LD-2DS.xfdl

75%

Prev. Page Next Page Go To Page Online Help Import XML Page 1 of 5

Clerk of the House of Representatives
Legislative Resource Center
B-106 Cannon Building
Washington, DC 20515
<http://lobbyingdisclosure.house.gov>

Secretary of the Senate
Office of Public Records
232 Hart Building
Washington, DC 20510
<http://www.senate.gov/lobby>

Add Additional Update Page -->

LOBBYING REPORT

Lobbying Disclosure Act of 1995 (Section 5) - All Filers Are Required to Complete This Page

1. Registrant Name Organization/Lobbying Firm Self Employed Individual

2. Address Check if different than previously reported
Address1 _____ Address2 _____
City _____ State _____ Zip Code _____ - _____ Country _____

3. Principal place of business (if different than line 2)
City _____ State _____ Zip Code _____ - _____ Country _____

4a. Contact Name _____ b. Telephone Number _____ c. E-mail _____
 International Number () - _____

5. Senate ID# _____

7. Client Name Self Check if client is a state or local government or instrumentality _____

6. House ID# _____

8. Year _____ Q1 (1/1 - 3/31) Q2 (4/1 - 6/30) Q3 (7/1-9/30) Q4 (10/1 - 12/31)

9. Check if this filing amends a previously filed version of this report

10. Check if this is a Termination Report Termination Date _____ 11. No Lobbying Issue Activity

INCOME OR EXPENSES - YOU MUST complete either Line 12 or Line 13

12. Lobbying
INCOME relating to lobbying activities for this reporting period was:
Less than \$5,000
\$5,000 or more \$ _____
Provide a good faith estimate, rounded to the nearest \$10,000, of all lobbying related income from the client (including all payments to the registrant by any other entity for lobbying activities on behalf of the client).

13. Organizations
EXPENSE relating to lobbying activities for this reporting period were:
Less than \$5,000
\$5,000 or more \$ _____

14. REPORTING Check box to indicate expense accounting method. See instructions for description of options.
 Method A. Reporting amounts using LDA definitions only
 Method B. Reporting amounts under section 6033(b)(8) of the Internal Revenue Code
 Method C. Reporting amounts under section 162(e) of the Internal Revenue Code

Signature [\[Click here to digitally sign this form with your password\]](#) Date _____

Printed Name and Title _____

v6.0.1

File with Congress
Submit