



MISSISSIPPI DIVISION OF
MEDICAID

INVITATION FOR BIDS

IFB #20180612
RFx # 3160002312

Third Party Data Matching and Recovery Services

Issue Date: June 12, 2018

CLOSING LOCATION

Mississippi Division of Medicaid (DOM)
550 High Street, Jackson, MS 39201

BID COORDINATOR

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CLOSING DATE AND TIME

Bids must be received by 5:00 pm, July 17, 2018

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1. PROCUREMENT OVERVIEW

1.1 Purpose

The State of Mississippi, Office of the Governor, Division of Medicaid (DOM) issues this Invitation for Bids, hereafter referred to as the IFB, to solicit offers from responsible vendors to assist with various Third Party Data Matching and Recovery activities. DOM requests Bids from experienced, responsible and financially sound organizations that have the capability and are prepared to provide the following services for Medicaid beneficiaries:

- Data matches with commercial and governmental insurers and databases proposed by the Bidder;
- Pharmacy data matches to be transmitted to pharmacy point of sale;
- Third party recovery activities on behalf of DOM;
- Medicare retroactive recovery;
- Casualty recovery;
- Provider Credit Balance and Long Term Care recovery;
- Managed Care Provider Come-Behind;
- Estate Recovery; and,
- Special Needs Trust

1.2 Background

Medicaid, by law, is the payor of last resort. All other health care coverage must be exhausted before Medicaid is billed. Identification and recovery of third party resources reduces the financial burden to the tax payers for Medicaid recipient's health care. In addition, Section 1902(a) (25) of the Social Security Act requires that States take all reasonable measures to ascertain the legal liability of third parties to pay for medical services furnished to a Medicaid recipient. It is DOM's responsibility to ensure that Medicaid fees are paid by appropriate liable third parties, including recovery of Medicaid claims paid when third party sources are not known at the time of payment. 42 CFR §433.136 defines a third party as an individual, entity or program that is or may be liable to pay all or part of the expenditures for medical assistance furnished under a State plan.

Within DOM, the Office of Recovery, Third Party Liability (TPL) Division has responsibility for performing the TPL function. The TPL function involves identifying and maximizing reimbursement from third party resources for expenditures made on behalf of Medicaid beneficiaries.

The definition of third party resource for this purpose includes, but is not limited to, health insurers, commercial health maintenance organizations, nonprofit health care corporations, commercial managed care corporations or organizations, and preferred provider organizations, along with third party administrators and pharmacy benefit managers. In addition, the definition includes automobile insurers, workers' compensation insurers and general liability insurers.

A state's Medicaid program is the payer of last resort, and although Medicaid beneficiaries or their authorized representatives are required as a condition of eligibility to provide information regarding the availability of third party resources, it is the role of the state's TPL program to identify potentially liable resources and to recoup from them covered costs that have been paid by the Medicaid program or, based on established criteria, from the providers of service. Timely identification of these potentially liable resources also permits the Medicaid program to avoid inappropriate payments when adjudicating claims for services and is considered a very high priority for DOM.

The majority of Mississippi's Medicaid beneficiaries are enrolled in managed care organizations (MCOs) under contract to DOM. These Medicaid-contracted MCOs are required, as a condition of their contract, to implement appropriate measures for cost avoidance and recovery to maximize reimbursement from liable third party resources. To assist them, DOM regularly provides a daily electronic file containing known insurance coverage, as well as other information that identifies potential MCO opportunities for recovery.

Federal laws and regulations pertaining to a state's TPL program and relevant to this Contract include, but are not limited to, Sections 1902, 1906 and 1917 of the Social Security Act within the United States Code (42 USC 1396a, 1396e and 1396p, respectively) and regulations in the Code of Federal Regulations at 42 CFR 433.135 through 433.154. These citations may be viewed by accessing the following site: <http://www.gpoaccess.gov/index.html>. All Activities in this Contract must be conducted in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Deficit Reduction Act (DRA) of 2005.

1.3 Bid Acceptance Period

The original and three copies of the bid form, four copies total, shall be signed and submitted in a sealed envelope or package to 10th floor 550 High Street, Jackson, MS 39201 no later than 5:00 pm CST July 17, 2018. Timely submission of the bid form is the responsibility of the Bidder. Bids received after the specified time shall be rejected and returned to the Bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the DOM Office of Procurement. Each page of the bid form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DOM reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DOM may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.3.1 Bid Submission Requirements

Bids for the IFB must be submitted in three-ring binders with section components of the IFB clearly tabbed. The Bidder must also submit one (1) copy of the bid on CD in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

Bidders shall also submit one (1) full copy of the bid in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format through MAGIC. MAGIC is the State of Mississippi's Accountability System for Governmental Information and Collaboration. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx #3160002312 opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to a RFx # 3160002312 electronically, and receive purchase orders by email. In order to register, please go to the following website: <http://www.dfa.ms.gov/dfa-offices/mrms/mississippi-suppliers-vendors/supplier-self-service/>.

Any bids received after 5:00 pm CST July 17, 2018 will be rejected and returned unopened to the Bidder. Bids should be delivered to:

Brittney Thompson
Procurement Officer
Division of Medicaid
Walter Sillers Building
550 High Street, Suite 1000

Jackson, Mississippi 39201

The outside cover of the package containing the Sealed Bids shall be labeled:

IFB # 20180612

Sealed Bid

(Name of Bidder)

As the bids are received, the sealed bids will be date-stamped and recorded by DOM. The Bidder is responsible for ensuring that the sealed bid is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile bid will not be accepted. Each bid must be signed in blue ink by an official authorized to bind the Bidder to the bid provisions. Bids and modifications thereof received by DOM after the time set for receipt or at any location other than that set forth above will be considered late and may not be considered for award.

1.3.2 Public Opening

The Office of Procurement shall hold a public opening of sealed bids at 10:00 am Wednesday, July 18, 2018. The Bids will be opened in a designated conference room. Bidders are invited to come in person for the opening or call into a conference line. Opening information shall be released to all responding Bidders.

1.3.3 Timeline

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

Date	Process
June 12, 2018	Release IFB for Bids
June 29, 2018	Deadline for Letter of Intent and Written Questions
July 10, 2018	Response to Questions Posted
July 17, 2018 (5:00 pm CDT)	Bid Submission Deadline
July 18, 2018 (10:00 am CDT)	Bid Opening
July 18 – July 25, 2018	Evaluation of Bid Qualifications and Responsiveness
July 27, 2018	Procurement Officer Recommendation to Executive
August 1, 2018	Executive Review and Award (tentative)
September 5, 2018	PPRB Meeting (proposed)
October 1, 2018	Contract Start

1.3.4 Expenses Incurred in Preparing Bid

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

1.4 Bid Form

All pricing must be submitted on the bid form (Attachment B). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

1.4.1 Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

1.5 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.6 Debarment

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

1.7 Mandatory Letter of Intent

All responding Bidders are required to submit a written Letter of Intent to Bid. The Letter of Intent is due by 5:00 p.m. CDT, June 29, 2018, and should be sent to:

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

The Letter of Intent shall be on the official business letterhead of the Bidder and must be signed by an individual authorized to commit the Bidder to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Bidder to submit a Bid. However, Bidders that do not submit a Letter of Intent by 5:00 p.m. CDT, June 29, 2018, will not thereafter be eligible for the procurement. Prior to June 29, 2018, all IFB amendments will be sent to all organizations that request an IFB and will be posted on DOM's procurement Website, <https://medicaid.ms.gov/resources/procurement/>. After June 29, 2018, IFB amendments will only be distributed to Bidders that have submitted a Letter of Intent.

1.8 Procedure for Submitting Questions

Questions may be submitted using the Question and Answer template found at <https://medicaid.ms.gov/resources/procurement/>. Written answers will be available no later than 5:00 PM CST, July 10, 2018, via DOM's procurement Website, <https://medicaid.ms.gov/resources/procurement/>. Questions and answers will become part of the final contract as an attachment. Written answers provided for the questions are binding.

Questions should be sent to:

Brittney Thompson
Procurement Officer

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

1.9 Acknowledgement of Amendments

The Invitation for Bid shall require the acknowledgment of the receipt of amendments issued. This includes receipt of the Question and Answer Document. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by DOM by the time and at the place specified for receipt of bids.

1.10 Type of Contract

Compensation for services will be in the form of a firm fixed-rate agreement. The contractor shall be paid a percentage based on the amount of funds recovered. These rates or percentages shall be firm fixed for the term of the contract.

1.11 Written Bids

All bids shall be in writing.

1.12 Accuracy of Statistical Data

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

1.13 Electronic Availability

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

This IFB, any amendments thereto, and IFB Questions and Answers (following official written release) will be posted on the Procurement page of the DOM website at:

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

Information concerning services covered by Mississippi Medicaid and a description of the DOM organization and functions can also be found on the Procurement page of the DOM website.

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

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

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

MAGIC system information can be found at:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mmrs-applications/magic/>.

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

Rules and Regulations of the Public Procurement Review Board, Office of Personal Services Contract Review Board can be found at: <http://www.dfa.ms.gov/media/6559/4-6-18-final-opscr-rules-sos-apa.pdf>

The Mississippi Code of 1972 covers all sections of and amendments to the Constitution of the United States and the Constitution of the State of Mississippi. Access to the Mississippi Code can be found at: <http://www.sos.ms.gov/Education-Publications/Pages/Mississippi-Code.aspx>.

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2. SCOPE OF WORK

2.1 TECHNICAL REQUIREMENTS FOR DATA MATCHING

2.1.1 Data Matching Work Plans

The Bidder shall identify third party coverage for Mississippi's Medicaid recipient population with qualifying Medicaid coverage through data matches and other file searches with commercial and governmental carriers and other databases as approved by DOM. The Bidder should include all commercial insurance carriers operating in the State of Mississippi. The Bidder shall conduct an annual electronic data match with the Defense Enrollment Eligibility Reporting System (DEERS) in accordance with the date and file formatting required by DEERS. The DEERS online data system shall be used in conjunction with the annual file. Bidders are encouraged to present evidence of the carriers' willingness to participate.

Data matching activities will be conducted based on Data Matching Work Plans initially agreed upon by DOM and the Bidder which will be submitted for DOM approval for each calendar quarter during the contract period. Work plans should be submitted no later than fifteen (15) business days prior to the beginning of each quarter.

DOM reserves the right to modify the work plan to exclude specific carriers, types of coverage, and/or recipients as well as to modify timeframes and match criteria for each match, in order to ensure non-duplication of effort and to maximize cost effectiveness. DOM will return the approved or modified work plan within ten (10) days of receipt from the Bidder.

Work plans must include the following information:

1. Names of all commercial carriers, governmental and other databases with which the Bidder intends to perform data matches and the rationale for the selections;
2. Types of coverage provided by each carrier;
3. Recipient population to be included for each carrier including uniquely identified demographic elements, such as name, date of birth, gender, address, zip code;
4. Timeframes for each match;
5. Proposed process of identifying and verifying coverage for each carrier;
6. Criteria used to determine exact, suspect and other data match results;
7. Timeframes for reporting information to DOM, description of reports, file formats, and data elements; and,
8. Bidder's method of billing and proposed method of payment.

Data match criteria must include recipient's full name, date of birth, sex, social security number, and period of coverage of recipient and family members for the identification of valid matches and present full criteria to DOM for approval prior to initiating any data matches.

2.2 TECHNICAL REQUIREMENTS FOR RECOVERY ACTIVITIES

2.2.1 Recovery Activity Work Plans

The Bidder shall provide a work plan to post recovery payments for claims identified by retrospective identification of primary insurance and Medicare. After the verified TPL information file has been used to successfully update the MMIS TPL file and following the receipt of the individual paid claims history data, the Bidder shall perform the following recovery activities:

1. Amounts recovered must be deposited to a depository account controlled by DOM upon receipt.
2. Establish, maintain, and update an accounts receivable file for claims which the Bidder identifies and bills to other insurance carriers. The accounts receivable file must be sufficient to provide an audit trail for State and Federal documentation requirements and shall be transferred to DOM at its request or at the termination of the contract resulting from this IFB. This accounts receivable file must be produced in a format compatible with interfacing to the MMIS TPL accounts receivable file for updates.
3. Post recoveries to accounts receivable files within seven (7) calendar days after recovery to allow for independent reconciliation by DOM of deposits to recoveries recorded.
4. Send recovery and accounts receivable files to DOM within ninety (90) calendar days following the effective date of the contract and subsequent receipts of recoveries at least every thirty (30) calendar days thereafter.
5. All recoveries should be updated in the accounts receivable file within one-hundred eighty (180) calendar days after receipt of recovery. Any recoveries not updated after this time period should be transmitted to DOM in a format acceptable to DOM for processing.
6. Transmit to DOM records of unidentifiable Third Party recoveries in a format acceptable to DOM within ninety (90) calendar days after the effective date of the contract and at least every thirty (30) calendar days thereafter. The data will be transmitted within thirty (30) calendar days following discovery of the resource.
7. Investigate reasons for nonpayment by other insurers and resubmit claims when appropriate. Specific reasons for nonpayment will be included in the accounts receivable file.
8. Report to DOM all instances in which an insurance carrier has already paid an insured individual, a provider, or DOM for subsequent follow-up.
9. Deduct from its billings any refunds of previous recoveries made to DOM in instances where incorrect payments are made by third party resources. The total amount to be refunded should be shown on the Bidder's monthly billing statements as the amount to be deducted from the current month's bill. Each claim that results in incorrect payments made by Third Party Resources must be identified by billing cycle/month, State Claim TCN, recipient name, Medicaid number, date of service, provider number, amount billed to Medicaid, amount paid by Medicaid, amount paid by Third Party Resource, and amount to be refunded for the claim.

10. Identify all refunds owed by Medicaid to Third Party payors to correct recoveries or other overpayments with appropriate documentation. Upon receipt of this information, DOM will verify the accuracy of the recovery and will submit refund to the carrier.

2.2.2 Medicare Retroactive Recovery

The Bidder shall provide a work plan to conduct post payment recoveries for claims identified by retrospective identification of Medicare. The Bidder shall perform the following recovery activities after receiving individual paid claims history data:

1. Require providers to submit claims to Medicare and reimburse DOM either directly or by provider payment adjustment, for newly identified Medicare beneficiaries whose eligibility with Medicaid overlaps.
2. Submit a proposed void/adjustment listing prior to preparing Medicaid claims and notifying providers of the impending void/adjustment process. DOM reserves the right to return for correction any claims presented which do not meet the appropriate coverage and/or void/adjustment criteria.
3. Prepare correspondence to providers advising them of the amount of Medicare Parts A and B ancillary Medicaid payments to be voided and/or adjusted. The correspondence must be approved by DOM and mailed to the providers no later than sixty (60) calendar days prior to the end of the cycle or within five (5) days of the receipt of the data from the fiscal intermediary in order to allow timely claim submittal by the Provider to the Parts A and B intermediaries.
4. The Bidder shall prepare and submit data to DOM for manual audit recoupment of claims which failed to void or adjust electronically. The Bidder will be responsible for resolving and responding to provider inquiries and deleting the claims to be voided or adjusted if so indicated.

2.2.3 Casualty Recoveries

DOM shall provide the Bidder with correspondence from attorneys and insurers, trauma reports; and other documentation that indicates the possibility of a tort claim regarding Medicaid eligible individuals.

The Bidder shall provide casualty work plans to identify, validate and recover third party resources available for the reimbursement of claims paid by Medicaid regarding the tort claim. Third party resources include, but are not limited to, worker's compensation, court judgments against third parties, commercial accident, property or automobile insurance policies.

Casualty work plans will be developed by DOM and the Bidder and will include schedules, and other details of work to be performed by the Bidder or DOM. DOM reserves the right to modify Casualty work plans to exclude specific cases as well as to modify timeframes to maximize cost effectiveness. DOM will return the approved or modified work plan within ten (10) days of receipt from the Bidder.

DOM will provide specific instructions to the Bidder regarding its authority to reduce Medicaid's claim. In the event a third party requests a reduction greater than the Contract has authority to grant, then the Bidder shall return the file to DOM immediately.

Casualty cases not closed within one hundred eighty (180) calendar days of referral to Bidder for action shall be returned to DOM for further action unless DOM provides written authorization to the Bidder to continue recovery efforts.

2.2.4 Exclusions and Prohibitions

The Attorney General's office has sole authority to affect the release of Medicaid's subrogation interest. DOM will provide specific instructions regarding the handling of releases.

Bidder shall not take legal action to recover funds through litigation. In the event litigation becomes necessary, the entire file (regardless of form) shall be transferred to DOM immediately. The Bidder is expressly prohibited from litigating on behalf of DOM.

Attorneys employed by the Bidder may not represent themselves as attorneys for or representatives of DOM or the State of Mississippi.

2.2.5 Credit Balance Recoveries

The Bidder shall submit a Credit Balance Audit work plan for performing specific functions to identify and recover overpayments (credits owed Medicaid) from providers via on-site audits and/or desk reviews. This plan shall describe the Credit Balance Audit process including identification of the provider to be audited, audit criteria, provider correspondence, and procedures for identifying and reporting credit balances to the provider and Medicaid; method of recovery and distribution of credit balances, and a description of reports, including format and data, to be provided to DOM identifying credit balances. Bidder shall also describe proposed billing method. Credit Balance reviews will only be conducted on providers approved by DOM. DOM reserves the right to make modifications to the work plan to ensure non-duplication of effort and to maximize cost effectiveness.

2.2.6 Long Term Care (LTC) Audits

The Bidder shall submit a work plan for performing financial audits that will identify and recover Medicaid payments made incorrectly to LTC facilities. Bidder's plan should describe the Bidder's audit processes including: identification of the providers to be audited; audit criteria and a description of each incorrect payment type; provider correspondence; procedures for identifying and reporting incorrect payments to the provider and Medicaid; method of recovery and refund of incorrect payments; and a description of reports, including format and data, that will be provided to the Agency. LTC reviews will only be conducted on LTC providers approved by DOM. DOM reserves the right to make modifications to the work plan to ensure non-duplication of effort and to maximize cost effectiveness.

2.2.7 Bidder Responsibilities

- Bidder shall provide to DOM a file extract identifying claims for recoupment.
- Bidder shall provide DOM with a written Credit Balance and LTC report no later than thirty (30) calendar days following conclusion of each audit. The report shall be in a format and include data approved by DOM.
- Bidder shall instruct providers to issue checks or submit adjustments/voids for Credit Balance and LTC balances identified by the Bidder payable to DOM and mailed to DOM with the central office address and to the attention of the Office of Recovery.

2.2.8 Agency Responsibilities

DOM reserves the right to limit Credit Balance and LTC reviews to specific providers and/ or provider types and/or claim types. DOM shall approve the file extract format and data content for reporting Credit and LTC

balances. DOM shall provide minimum data element requirements for Credit Balance and LTC reporting. These shall include, but are not limited to, the following data elements:

- Recipient Medicaid number;
- Recipient name;
- Internal control number assigned to each claim by Medicaid;
- Dates of service;
- Reason for overpayment;
- Total charge submitted to Medicaid for each claim;
- Medicaid paid amount for each claim;
- Amount of overpayment for each claim;
- Amount due Medicaid for each claim (not to exceed the Medicaid paid amount);
- Summary - Grand total number of Recipients;
- Summary – Grand total Medicaid paid amount (for all claims); and,
- Summary – Grand total of overpayments.

2.2.9 Estate Recovery

DOM shall provide the Bidder with correspondence from attorneys and responsible representatives, as well as eligibility files that indicate the possibility of an estate recovery claim for reimbursement of claims paid by Medicaid.

The Bidder shall provide estate recovery work plans to identify, validate and recover resources available for the reimbursement of claims paid by Medicaid.

Estate Recovery plans will be developed by DOM and the Bidder and will include schedules, and other details of work to be performed by the Bidder or DOM. DOM reserves the right to modify Estate Recovery plans to exclude specific cases as well as to modify timeframes and details of work to maximize cost effectiveness. DOM will return the approved or modified work plan within ten (10) days of receipt from the Bidder.

DOM will provide specific instructions to the Bidder regarding its authority to reduce the amount of Medicaid's claim and Bidder will conduct its practices pursuant to both Federal and State law.

2.2.10 Special Needs Trusts

DOM shall refer to the Bidder any attorney or beneficiary who has a trust agreement established or will need to establish special needs trusts or pooled trusts.

The Bidder shall provide special needs trust plans to identify, validate and recover special needs trust resources available.

Special Needs Trusts plans will be developed by DOM and the Bidder and will include schedules, and other details of work to be performed by the Bidder or DOM. DOM reserves the right to modify Special Needs Trust plans to exclude specific cases as well as to modify timeframes to maximize cost effectiveness. DOM will return the approved or modified work plan within ten (10) days of receipt from the Bidder. Bidders shall ensure that all special needs trusts and collections are in compliance with State and Federal laws.

2.3 MANAGED CARE COME-BEHIND RECOVERIES

The Bidder shall submit a Managed Care Come-Behind Recovery work plan designed to identify claims paid by the Managed Care Organizations (MCO) that are covered by a liable third party source and were not recovered by the MCO. The State has reserved the right to pursue collection as a “come behind” process after the one hundred and eighty (180) calendar day timeframe for the MCOs to collect has elapsed. This work plan shall describe the Bidders process for seeking reimbursement from liable third party health insurance carriers or directly from Medicaid providers for medical services provided under Title XIX or Title XXI Medicaid for Medicaid managed care members.

Bidder shall provide details of other services that they are able to provide that could enhance DOM’s third party functions. The Bidder must describe its capabilities for identifying areas that could be improved, describe its work plan and provide a price for each enhancement proposed. The Agency will evaluate each proposed enhancement independently and separately from the specific scopes of work defined in the previous sections.

2.3.1 Bidder Responsibilities

1. Secure any necessary approvals and clearances required to conduct the tasks required by this IFB. These may include Data Match Agreements, CMS Waivers for timely filings, State Insurance Commission Approvals, etc.
2. Select and establish a site(s) at which all Bidder functions will be performed, permanently, and temporarily, if necessary. The Bidder’s permanent location must be within ten (10) miles of DOM’s High Street location. The Bidder must obtain DOM acceptance of site selection in writing.
3. Provide a system for effective communication with a variety of entities including but not limited to employers, providers, recipients and insurance carriers. This communication should include a toll-free number to answer inquiries. The toll-free line must be operable and manned on business days from 8:00 a.m. - 5:00 p.m. CST.
4. The Bidder’s project manager must be available and prepared to meet with DOM staff and other individuals as considered necessary for the discussion of the IFB and contract requirements. The project manager must also be prepared to answer pertinent inquiries regarding the program, its implementation, and operation. Meetings between the representatives of the Bidder and DOM shall be on an as-needed basis throughout the implementation phase and on a monthly basis, or as otherwise required by DOM during the operations phase.
5. Provide adequate cash control procedures in the Bidder’s processes of deposit of funds and disposition of recoveries to the accounts receivable files. These procedures must include separation of staff deposit and disposition functions, security of receipts during working and non- working

hours and balancing deposits to the accounts receivable files within seven days of receipt of recoveries. Any unresolved variances must be reported to DOM within seven days of receipt.

6. Submit monthly invoices to DOM based on finalized recoveries.
7. The Bidder will be required to assist in the eventuality of an audit.

2.4 REPORTING REQUIREMENTS

1. The Bidder shall provide DOM with written reports that are clear, concise, and useful for the audience for whom they are intended. The reports shall be composed in a manner consistent with DOM specifications and with the Bidder's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by DOM (i.e., MS WORD, Excel, SQL, Crystal, COGNOS, and others as appropriate) as well as in hard copy, as specified by DOM. All reports shall be made available to relevant DOM staff via web portal. Where required, the Bidder shall provide supporting documents such as report appendices.
2. Bidder shall obtain written approval from DOM for all form letters and form documents prior to issuance.
3. The Bidder must provide reports due on or before the fifth (5th) business day of the month following the report period, unless otherwise agreed to in writing by DOM.
4. Reports defined and approved by DOM to be generated by the Bidder shall meet all applicable state and federal reporting requirements. The needs of DOM and other appropriate agencies for planning, monitoring, and evaluation shall be taken into account when developing report formats and compiling data. Reports to be generated shall be agreed upon during the Contract Implementation Phase and shall include but not be limited to those listed below;
 - a. Monthly Data Match Progress Reports. These are narrative reports by Carrier specifying benchmarks, problems and proposed solutions;
 - b. Monthly Administration Project Report;
 - c. Monthly Report of cost avoided claims and savings for Pharmacy claims, Medical claims and Medicare retroactive claims;
 - d. Monthly Reports of Credit Balance and LTC audits and Casualty Recoveries;
 - e. Detailed Report of Actual Recoveries, including date of check receipt, client name, Medicaid ID number, carrier, date of service, TCN number, Medicaid billed amount and date of deposit. This information should balance to the deposits made to the bank account for each date. If any unidentified payments remain as of a given date, they shall be included on the report. This report is due to DOM within ten (10) calendar days of check receipt. (NOTE: See Section 2.2.1 Item 3 which requires disposition within seven (7) calendar days of receipt, thus allowing three (3) days for delivery of the report.);

5. Annual Report of Collections. This report must include the total amount billed and recovered, percentage of recovery, and number of claims involved. These totals should not be duplicative;
6. Monthly Accounts Receivable Summaries. Report by carrier, detailed claims billed and re-billed, detailed claims and amounts paid, detailed claims and dollars outstanding, percentage of claims paid for initial and re-billings, with appropriate totals;
7. Monthly Report of Carrier Payments to Other entities. Detailed listings specifically identifying payee, recipient, and paid claims affected on a weekly basis. Additionally, DOM will require summary reporting which indicates by carrier, number and percentages of claims billed and dollar amounts requested and payments made. Outstanding claims should be reported in 30, 60, 90, 120 and over 120 day intervals;
8. Newly Identified Resources by Carrier. Verified data match results by carrier indicating number of recipients with newly identified coverage by type of coverage, due within thirty (30) calendar days of match completion;
9. Comprehensive Recovery Report by Carrier. This will be a detailed report produced after all significant recoveries have been effected which will specify recoveries billed and paid, claims by procedure code, diagnosis and place of service;
10. Monthly Report of Recoveries. This report must include the total amount billed and recovered, and the number of unduplicated claims;
 - a. Monthly status report that includes the number of newly identified and verified health insurance periods of coverage;
 - b. Monthly Report of Medicare Retroactive Recoveries that includes the number of newly identified and verified Medicare entitlement;
11. Quarterly and Year-to-Date Reports of above reports by calendar year and by fiscal year; and,
12. Monthly Report of Managed Care Come Behind Recoveries. This will be a detailed report of claims with potential recoverable TPL by the CCOs where a recovery did not occur.
13. A limited number of Ad Hoc reports as required for Legislative Sessions, Budget Meetings and other similar events.

2.5 INFORMATION TECHNOLOGY REQUIREMENTS

2.5.1 Data Exchange

The Bidder shall work with DOM and existing DOM Bidders and Fiscal Agent in carrying out the work described in this IFB. The Bidder shall assure coordination between other Bidders' systems including, but not limited to DOM's fiscal agent, ERISA health plans, Pharmacy Benefit Manager, and Decision Support System.

DOM will be replacing the current Medicaid Management Information System (MMIS) with a new Medicaid Enterprise System (MES). The TPL Bidder will be required to work with the incumbent and

possible replacement vendor to establish interfaces to the new system and may be required to run concurrent interfaces during the transition period. Interfaces to the new MES will be required to be non-proprietary and based on CMS standards. The Bidder shall also be compliant with CMS' Health Plan ID requirements by the deadline date to be established by CMS.

The current MMIS does not integrate with other systems. Necessary updates are performed through interfaces with MMIS by DOM's Fiscal Agent.

The Bidder shall have the capacity (hardware, software and personnel) sufficient to fully manage and report on the project described in this IFB. The Bidder's information system must include a scalable database repository that supports large data sets and exponential growth in total database size over the life of the contract.

The Bidder shall fully comply with all HIPAA requirements and shall maintain compliance with federal HIPAA requirements throughout the term of the contract at no additional cost to DOM.

The Bidder shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.

The Bidder shall provide to DOM their carrier-specific electronic data match formats used to identify other coverage for Mississippi Medicaid recipients. These file formats may be used by DOM in future data matches.

DOM will coordinate with the Bidder concerning which of DOM's data files will be shared and the frequency with which they will be made available to perform data matches and recover against previously unidentified Third Party Resources. DOM has the first right to pursue.

2.5.2 Case Management System

The Bidder shall maintain a case management system that provides DOM view access to real-time, up-to-date information on all cases. The Bidder shall allow web access to the system to DOM staff or any designated agents working on its behalf for audit purposes. The system should track at the minimum the following information:

- Data match dates and results;
- Employer surveys; and,
- Individual insurance and Medicare entitlement verification results.

The Bidder must develop electronic and manual processes for verifying the accuracy of its matches, the individuals matched, and their complete coverage. When the data match is completed, the Bidder shall present, for DOM approval, full results of the verified data matches conducted, prior to initiating any recoveries or data transfer to the MMIS.

2.5.3 Updates to Existing TPL Resource File

The Bidder is responsible for providing an automated interface to update the MMIS file with the new TPL information. TPL Resource File updates shall be provided in a separate file extract in a format approved by

DOM and within a timeframe specified by the Code of Federal Regulations. The new TPL information must be verified and validated by the Bidder and DOM prior to transmission.

The Bidder must also provide a method for correcting information in the event previously transmitted information is found to be erroneous.

2.6 Administration and Management

The Bidder shall be responsible for the administration and management of all aspects of the contract resulting from this IFB. Any delegation of authority to subcontractors does not relieve the Bidder of responsibility. This includes all subcontracts, employees, agents and anyone acting for or on behalf of the Bidder.

The relationship between management personnel and the governing body shall be set forth in writing, including each person's authority, responsibilities, function, and position descriptions for key personnel.

If the Bidder delegates any function of the administration or management of the contract, the Bidder shall

1. Ensure that the entity receiving such delegation adheres to all requirements set forth in state and federal requirements, in relation to the delegated entity and any further subcontractors;
2. Notify DOM within ten (10) business days before such functions are delegated (full or partial delegation), specify what functions are delegated, identify the Bidder staff responsible for monitoring the delegated functions, and define how the Bidder will accomplish that monitoring;
3. Provide to DOM the names, addresses, phone numbers and roles of all subcontractors for this account and notify DOM within two (2) business days of any changes. Delegation to subcontractors is subject to Agency approval.

2.6.1 Staffing

The Bidder must designate key staff persons that will be responsible for implementation and program operations. Key staff persons are defined as core staff experienced in systems, operations, and policies necessary for overall project management, systems management, and contract implementation and operations.

Key personnel must be 100% allocated to this Contract. Key staff persons assigned to this Contract are not permitted to manage, oversee, or participate in any other projects, contracts, or programs.

Within five (5) business days of award, the winning Bidder must provide a detailed Staffing Plan that includes the name, title, and duties of each key staff person. Replacement of any key staff person should be accomplished within thirty (30) calendar days of the position vacancy, regardless of the reason for the vacancy, unless a longer period is approved by DOM.

The Bidder may not make any permanent or temporary changes in key personnel assigned to this Contract without DOM's prior written approval. DOM reserves the right to approve all key staff persons assigned to this Contract. Resumes and references must be submitted to DOM for review and approval at least five (5) business days prior to the interviews. At least three (3) professional references per key staff person are required. Resumes must demonstrate that the individual has the educational background and work experience that meet the requirements and support the individual's ability to perform the duties of the position.

The Bidder must provide an updated Organizational Chart and Staffing Plan that identifies each staff person assigned to this Contract and update this Chart and Staffing Plan when there are changes in key personnel.

Staffing levels must be sufficient to complete the responsibilities outlined in this IFB.

2.6.2 Key Personnel

This section states the minimum requirements for staffing during the term of the contract. The Bidder must ensure that these minimum requirements are met and may also propose additional staff to ensure that all contract requirements are met and program operations are performed effectively and efficiently. Key staff persons may be based outside the state of Mississippi except where specifically noted otherwise.

The Bidder shall develop a written Staffing Plan that designates key staff persons who will be responsible for program operations.

Key personnel for program operations must include at least the following:

1. Project Manager – This key staff person will be the person responsible for implementation of the contract requirements, including all deliverables for this phase. This person must have experience in project management in a TPL program and must have a college or university degree in public health, public administration, hospital administration, nursing or business administration with a health-care emphasis.
2. Data/Information Systems Manager – This key staff person will be responsible for developing and implementing all requirements related to hardware and software, data collection, information management, file transfers, and data coordination with DOM's fiscal agent. This person should be skilled and experienced with data systems in a TPL program and be able to work with DOM and the fiscal agent to develop and implement a data and information systems plan for implementation and operations. This person must have a college or university degree in information systems management, computer science, and business administration with emphasis in information systems management, or similar degrees that relate to the required job duties.
3. Customer Service Manager – This key staff person will be responsible for management of the local staff. This person must have experience in management and must have a college or university degree in business administration, public administration public health management or other related field. This key person must be a resident of Mississippi.
4. Other Key Support Staff – Other key staff persons as assigned by the Bidder. All duties must be clearly defined and responsibilities must be directly related to program operations.

Bidder is required to maintain an employee training manual for all positions that will be dedicated to this project. The bidder is required to provide to DOM a copy of all Operation and Procedure Manual(s) and Employee Training Manual(s) utilized for the Mississippi TPL project and inform DOM when revisions are made to any manuals.

2.7 IMPLEMENTATION, OPERATIONS AND TURNOVER PHASES

2.7.1 Implementation Phase

DOM and the Contractor will determine the timeline of the Implementation Phase; if one is necessary. The Bidder shall be responsible for the preparation and execution of a final implementation plan. This plan shall be based upon the requirements of this IFB and coordinated with DOM to ensure readiness to complete

required tasks by specified dates. The Bidder will develop an implementation plan to be approved by DOM that outlines in detail all steps necessary to begin program operations.

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

2.7.2 Operations Phase

During the Operations phase, the Bidder must perform the responsibilities described in this IFB. The Bidder will be required to adhere to the performance requirements of the contract as well as the requirements of any revisions in federal and state legislation or regulations which may be enacted or implemented during the period of performance of this contract that are directly applicable to the performance requirements of this contract. Such requirements will become a part of this contract effort through execution of a written contract amendment.

2.7.3 Turnover Phase

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

Upon receipt of notification of DOM's intent to transfer the contract functions, the Bidder must provide a Turnover Plan to DOM within the timeframe specified by DOM. Time lines for turnover activities will be specified by DOM. The Turnover Plan must include, but is not limited to, the following:

- Proposed approach to turnover;
- Tasks and subtasks for turnover;
- Schedule for turnover;
- Detailed chart depicting the Bidder's total operation; and,
- Transfer of DOM documents to DOM or its designated agent.

Deliverables must be produced in an organized manner according to reasonable and customary business standards. Deliverables must be turned over to DOM in a form and condition that is satisfactory to DOM and in the timeframes specified by DOM. Deliverables include the following:

- Turnover Plan;
- Detailed organizational chart;
- All DOM documents; and,
- Turnover Results Report.

Upon termination of the contract, the Bidder shall have one hundred twenty (120) calendar days to complete recoveries initiated before the termination date. The Bidder may initiate no new collection claims during the one hundred twenty (120) calendar day period. After one hundred twenty (120) calendar days the Bidder shall not be paid for further collection of outstanding claims and the full amount of subsequent recoveries shall revert to DOM.

2.8 BIDDER PAYMENT

2.8.1 Operations Price

The Bidder shall be paid monthly in accordance with the Bidder's proposal set forth in the Bid Form (Attachment B). Payments will be based on DOM approved work plans, submitted invoices and progress reports. Progress reports must provide a description to sufficiently support payment by DOM.

2.8.2 Payments for Data Matches

DOM will pay a fee for each add and/or update to an existing policy when the following criteria have been met.

- Insurance is in force simultaneously with Medicaid eligibility.
- Verified coverage not previously indicated on DOM's Policy File.
- Verified coverage meets the requirements of the IFB.

2.8.3 Payments for Recovery Activities

DOM will pay a percentage of all recoveries made in accordance with a DOM-approved Work Plan. The Bidder shall propose amounts in its Bid Form for recovery activities.

2.8.4 Turnover Price

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

2.8.5 Travel

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

2.8.6 Erroneous Issuance of Compensation

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

2.8.7 Release

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

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

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3. PROCUREMENT PROCESS

3.1 Approach

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

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

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

1. The conditions governing the procurement process;
2. The scope of work in Section 2;
3. The minimum qualifications in Section 3;
4. The price submission methodology in Attachment B;
5. Certification that the Bidders submitted Bid will firm and binding for one hundred and eighty (180) days;
6. Acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

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

3.2 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

3.3 Requirements

1. The contractor will be expected to provide Third Party Recovery and Data Matching services for three (3) years with two (2) optional one (1) year renewals. Recovery activities will be contingency based.
2. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
3. The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

4. A multi-term contract may be awarded. The contract will be awarded to the lowest and most responsive and responsible bidder.
5. Acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

3.4 Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB #20180612. This IFB sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only bidders who are found responsive and responsible will have their bids considered.

3.4.1 Responsible Bidder

Bidder must submit a bid which conforms in all material respects to this Invitation for Bids, IFB #20180612 as determined by DOM. Bid responses that do not meet the minimum qualifications will be rejected.

3.4.2 Minimum Qualifications to be Deemed Responsible

Bidders shall be deemed responsible if all of the following minimum qualifications are met. Please provide detailed justification of each of the following as an attachment to Attachment B (form located at <https://medicaid.ms.gov/resources/procurement/>).

1. The Bidder shall have a minimum of five (5) years' experience serving as a contracted vendor performing Third Party Data Matching and Recovery services for a governmental business. Data Matching services are defined as the ability to identify third party coverage for the Mississippi Medicaid recipient population through data matching with commercial and governmental carriers. Recovery services are defined as post payment recoveries for claims (commercial, casualty, credit balance and LTC audits, and MCO come-behind) identified by retrospective identification of primary insurance and Medicare. Experience is defined as a contracted vendor that has performed Third Party Data Matching and Recovery services.
2. The Bidder shall have experience operating a minimum of three (3) Third Party Data Matching and Recovery service programs for a population of at least 500,000 lives for a governmental business. Experience is defined as contracted vendor that has performed Third Party Data Matching and Recovery services.
3. The Bidder shall provide references from at least three (3) governmental business clients for the immediate past three (3) years in Attachment C. Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, Bidders are encouraged to submit additional references to ensure that at least two (2) references are available for interview. DOM staff must be able to contact two (2) references within three (3) business days of Bid Opening or the Bidder may be rejected. In addition, two (2) of the Bidders references must score Bidder a minimum total of 12 points each in order to be deemed responsible.

3.4.3 Responsive Bidder

In order to be responsive, the Bidder must submit a bid which conforms in all material respects to this Invitation for Bids, IFB #20180612, as determined by DOM.

3.4.4 Nonconforming Terms and Conditions

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

3.4.5 Conditioning Bid upon Other Awards

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

3.4.6 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- DHHS Certification Regarding Drug-Free Workplace Requirements: Grantees Other Than Individuals (**Attachment D**)
- DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions 45 CFR Part 76 (**Attachment E**)

3.5 Bid Opening

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

3.6 Award

The contract will be awarded by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids within seven (7) business days.

3.6.1 Notification

All participating vendors will be notified of DOM's intent to award a contract. In addition, DOM will identify the selected vendor. Notice of award is also made available to the public 48 hours prior to official award.

3.6.2 Contract Management

If the Contractor fails to adhere to the IFB services as stated in this IFB, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, DOM will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, DOM may terminate the contract without further obligation to the Contractor.

3.7 Protest of Solicitations or Awards

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

3.7.1 Procedure for Filing Protests

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

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

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

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

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

3.7.2 Content of Protest

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

1. The name and address of the protestor;

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

3.7.3 Protest Decision

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

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

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

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

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive. A determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

3.7.4 Stay of Solicitation or Award

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

3.7.5 Right to Appeal

Any person adversely affected by the protest decision of an Agency Head may appeal administratively to the Public Procurement Review Board.

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

3.7.6 Protest Bond

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

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

3.8 Post-Award Vendor Debriefing

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

3.8.1 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

3.8.2 When Debriefing Should Be Conducted

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

3.8.3 Information to Be Provided

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

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

3.8.4 Information Not To Be Provided

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

3.8.5 Summary

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

3.8.6 Pre-Award Vendor Debriefing

Nothing in these regulations requires or prohibits pre-award vendor debriefing.

3.9 Required Contract Terms and Conditions

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

3.10 Mississippi Contract/Procurement Opportunity Search Portal

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

3.11 Attachments

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

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4. TERMS AND CONDITIONS

4.1 General

The contract between the State of Mississippi and the Contractor shall consist of 1) the contract and any amendments thereto; 2) this IFB and any amendments thereto; 3) the Contractor's bid submitted in response to the IFB by reference and as an integral part of this contract; 4) written questions and answers. In the event of a conflict in language among the four documents referenced above, the provisions and requirements set forth and/or referenced in the contract and its amendments shall govern. The IFB in its entirety is a part of the Contract. In the event of a dispute or conflict among any of the components of the contract, the contract shall govern. After the Contract, the order of priority is: Bidder Questions and DOM Responses; Attachment B (Bid Form), Attachment A (Bid Cover Sheet), the IFB and any amendments. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

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

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

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

Contractor: Person(s) designated by the Contractor

DOM: Executive Director

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

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

DOM reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services required pursuant to this contract. DOM may assess liquidated damages against the Contractor pursuant to this Section, and deduct the amount of the damages from the Contractor's next

contingency payment. Any damages applied prior to recovery of money under this contract shall be applied against the first contingency payment. DOM, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Contractor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM will give written notice to the Contractor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Contractor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM's determination. Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess damages between one dollar and zero cents (\$1.00) and five thousand dollars and zero cents (\$5,000.00) for each failure that occurs or remains uncorrected.

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 liquidated damages are known to be insufficient then DOM has the right to pursue actual damages.

1. Deliverables/Reporting Requirements. Failure by the Contractor to submit by the due date any material required by the Contract including but not limited to deliverables, audit/work plans, provider correspondence, reporting requirements, etc. DOM will give written notice to the Contractor, via fax, e-mail, overnight mail or through regular mail of the late material. The Contractor shall have ten (10) calendar days following receipt of the notice in which to cure the failure by submitting the complete and accurate material. If the material has not been submitted within the ten (10) calendar day period, DOM, without further notice, will assess one thousand dollars (\$500.00) or 1 percent (1%) of the contingency fee, whichever is greater, for each late instance.
2. Corrective Action Plans. For Failure to complete corrective action as described above, the Contractor shall pay liquidated damages in the amount of two hundred and fifty dollars (\$250) per calendar day for each day the corrective action is not completed in accordance with the timeline established in the corrective action plan. Contractor may submit a written request for an extension to DOM prior to the conclusion deadline of the corrective action period that provides a detailed justification for the request and a revised timeline for completion to limit and/or avoid the assessment of damages. Approval of such written requests would be in the sole discretion of DOM.
3. Close Out/ Turnover Requirements. For Failure of the contractor to comply with the close out and turnover requirements of this IFB may result in the assessment of damages of up to ten thousand dollars (\$10,000.00), which, if imposed shall be deducted from the final payment to be made to Contractor.
4. Documentation/Case File Maintenance. Failure by the Contractor to comply with case file maintenance requirements in which any documentation (other than deliverables) is unacceptable as to format, accuracy, and completeness based on DOM review, DOM may reduce compensation up to one thousand dollars (\$1,000.00) for each business day the failure remains uncorrected, per occurrence. Reduction in compensation may be imposed until such time as the Contractor provides DOM with acceptable documentation.
5. Reporting Fraud. For Failure by the Contractor to report all instances of suspected Fraud, Waste and Abuse to DOM Office of Program Integrity as required by the Contract, DOM will assess liquidated damages in the amount of one thousand dollars (\$1,000.00) or two percent (2%) of the contingency fee, whichever is greater, for each late instance.

6. Audits/Reviews – For Failure by the Contractor to complete reviews within the sixty (60) calendar day period, document rationale for determinations and perform rebuttal reviews to validate RAC findings as required by the Contract, DOM will assess one thousand dollars (\$1,000.00) or two (2%) of the contingency fee, whichever is greater, for each late instance.
7. Key Personnel. Failure by the Contractor to provide organizational structure and staffing as required by the Contract. For key personnel vacancies that have not been filled within the thirty (30) calendar day allowed period, DOM will assess damages of one thousand dollars (\$1000) per day, for each business day the position remains vacant.
8. General. Any other failure by the Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or IFB not specifically enumerated.

4.3 Term of Contract

DOM will award a contract based on bids. The contract period begins October 1, 2018 and will terminate September 30, 2021. DOM may have, under the same terms and conditions as the existing contract, an option for two (2) one-year extension periods, provided DOM obtains approval from the PPRB to allow an extension period.

4.3.1 Stop Work Order

1. Order to Stop Work: The DOM Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DOM Contract Administrator shall either
 - a. Cancel the stop work order; or
 - b. Terminate the work covered by such order as provided in the “Termination for Default by the Contractor” clause or the “Termination for Convenience” clause of this contract.
2. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
 - b. The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the DOM Contract Administrator decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract

3. Termination of Stopped Work: If a stop work order or extension is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4.3.2 Termination of Contract

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

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

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

4.3.2.1 Termination for Default by the Contractor

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

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

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

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the

excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

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

4.3.2.2 Termination for Convenience

(1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least thirty (30) days from the date of receipt of the notice by the Contractor.

(2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated

4.3.2.3 Termination for the Contractor Bankruptcy

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

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

In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

4.3.2.4 Availability of Funds

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

4.3.3 Procedure on Termination

4.3.3.1 Contractor Responsibilities

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

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

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

4.3.3.2 DOM Responsibilities

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

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

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

4.3.4 Assignment of the Contract

The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without the prior written consent of DOM. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this contract and other supplemental contractual documents. No approval by DOM of any assignment may be deemed to obligate DOM beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. DOM shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the State of Mississippi upon giving prior written notice to the Contractor.

4.3.5 Excusable Delays/Force Majeure

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

4.3.6 Applicable Law

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

4.4 Notices

Whenever, under this IFB, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 4.3, such notice shall be deemed given upon delivery, if delivered by hand, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager
Street Address
City, State Zip Code

In case of notice to DOM:

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

Copy to Contract Administrator, DOM

4.5 Cost or Pricing Data

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

4.6 Subcontracting

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

The Contractor shall not subcontract any portion of the services to be performed under this contract without the prior written approval of DOM. The Contractor shall notify DOM not less than thirty (30) calendar days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor.

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

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

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

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

4.7 Proprietary Rights

4.7.1 Ownership of Documents

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

4.7.2 Ownership of Information and Data

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

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

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

4.7.3 Public Information

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

4.7.4 Right of Inspection

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

4.7.5 Licenses, Patents and Royalties

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

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

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

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

4.7.6 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other Federal or State personnel. All records, including training records, pertaining to the contract must be readily retrievable within three (3) business days for review at the request of DOM and its authorized representatives. All records shall be maintained and available for review by authorized federal and State personnel during the entire term of the Contract and for a period of ten (10) years thereafter, unless an audit is in progress or there is pending litigation. The right to audit shall exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4.8 Representation Regarding Contingent Fees

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

4.9 Interpretations/Changes/Disputes

The IFB in its entirety is a part of the Contract. In the event of a dispute or conflict among any of the components of the contract, the contract shall govern. After the Contract, and exhibits thereto (if any), the order of priority is: Bidder Questions and DOM Responses; Attachment B (Bid Form), Attachment A (Bid Cover Sheet), the IFB and any amendments.

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

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

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

4.9.1 Conformance with Federal and State Regulations

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

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

The Contractor expressly agrees to all of the provisions and requirements as set forth in the State Plan for Medical Assistance approved by the State of Mississippi and by the Secretary of the United States Department of Health and Human Services, pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on the Contractor.

4.9.2 Waiver

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

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

4.9.3 Severability

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

4.9.4 Change Orders and/or Amendments

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

notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes Clause of this Contract. Nothing in this clause, however, shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

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

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

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

4.9.5 Disputes

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

4.9.6 Cost of Litigation

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

4.9.7 Attorney Fees

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

4.10 Indemnification

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

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

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

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, costs or expenses which DOM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1.) failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or 2.) breaching in any manner the confidentiality required pursuant to Federal and State law and regulations.

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

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

4.10.1 No Limitation of Liability

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

4.10.2 Third Party Action Notification

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

4.11 Status of the Contractor

4.11.1 Independent Contractor

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

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

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

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

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

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

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

4.11.2 Employment of DOM Employees

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

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

4.11.3 Conflict of Interest

No official or employee of DOM and no other public official of the State of Mississippi or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute

grounds for termination of this contract. In addition, such violation will be reported to the State Ethics Commission, Attorney General, and appropriate Federal law enforcement officers for review.

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

4.11.4 Personnel Practices

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

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

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

4.11.5 No Property Rights

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

4.12 Employment Practices and Compliance with Laws

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

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

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

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and

regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related State laws and regulations, if any.

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

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

4.13 Ownership and Financial Information

4.13.1 Information to Be Disclosed

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

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

4.13.2 When Information Will Be Disclosed

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

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

4.13.3 To Whom Information Will Be Disclosed

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

4.13.4 Federal Financial Participation

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

4.13.5 Information Related to Business Transactions

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

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

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

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

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

4.13.7 Disclosure to the Inspector General

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

4.13.8 DOM's Right of Refusal

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

4.13.9 Additional Requirements of DOM and Contractors

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

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

4.14 Risk Management

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

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

4.14.1 Workers' Compensation

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

4.14.2 Liability

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

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

4.15 Confidentiality of Information

4.15.1 Confidentiality of Beneficiary Information

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

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

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

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

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

4.15.2 Release of Public Information

Bidders must provide an electronic, single document version of bids redacting those provisions of the bid which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Miss. Code Ann. § 25-61-9 (1972, as amended) and other applicable state and federal laws, if any. Bidders should be aware that the un-redacted version of their bids is considered public record and is subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1, *et seq.* (1972, as amended).

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

4.15.3 Trade Secrets, Commercial and Financial Information

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

4.15.4 Transparency

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

Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Contractor as information which is required confidential by State or Federal law or outside the applicable freedom of information statutes shall be redacted by the Bidder.

4.16 The Contractor Compliance Issues

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

4.16.1 Federal, State, and Local Taxes

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

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

4.16.2 License Requirements

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

4.16.3 Privacy/Security Compliance

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

4.16.4 Site Rules and Regulations

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

4.16.5 Environmental Protection

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

4.16.6 Lobbying

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

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

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

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

4.16.7 Bribes, Gratuities, and Kickbacks Prohibited

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

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

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

4.16.8 Small and Minority Businesses

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

4.16.9 Suspension and Debarment

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

4.16.10 E-Payment

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

4.16.11 Paymode

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

4.16.12 E-Verification

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

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

4.17 Representation Regarding Gratuities

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

4.18 Change of Ownership

A change of ownership of the Contractor includes, but is not limited to inter vivo gifts, purchases, transfers, lease arrangements, cash transactions or other comparable arrangements whenever the person or entity acquires a majority interest (50.1%) of the Contractor. The change of ownership must be an arm's length transaction consummated in the open market between non-related parties in a normal buyer-seller relationship.

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

Should the Contractor undergo a change of direct ownership, the Contractor must notify the Division in writing prior to the effective date of the sale. The new owner must complete a new Contract with the Division and Members will be notified. Any change of ownership does not relieve the previous owner of liability under the previous Contract.

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

4.19 Approval Clause

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

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Attachment A Bid Cover Sheet

DOM is seeking to establish a contract for TPL Services in the State of Mississippi.

Bids are to be submitted as listed below, on or before 5:00 pm CST July 17, 2018.

PLEASE MARK YOUR ENVELOPE:

IFB #20180612

Opening Date: 10:00 am July 18, 2018

Division of Medicaid

Attention: Brittney Thompson

550 High St. 10th floor

SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

E-Mail: _____

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

The Bidder must provide all information requested below in order for their bid to be considered. (You may provide the below information on a separate attachment if more room is needed)

1. What year was your company started? _____

2. Provide ownership information (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Bidder’s organization in relation to any parent, subsidiary or related organization.

3. How many employees and resources will be dedicated to the Mississippi Contract?

4. Provide an organizational chart of the Bidder’s company to include number of personnel or full time employees engaged in TPL activities dedicated to the Mississippi Contract.

5. Provide the names and resumes of key personnel in regards to this contract, the functions to be performed by each key personnel, and whether those key personnel are the Bidder’s employees or independent contractors.

6. Provide a description of all subcontractors the Bidder intends to use on this Contract, if any.

7. Provide a list of all similar projects the Bidder has completed within the last three years.

8. Provide a list of all State Medicaid agencies or other entities for which the Bidder currently performs similar work;

9. Provide evidence that the Bidder is financially stable and that it has the necessary infrastructure to complete this Contract as described in the Bidder’s Proposal. The Bidder must provide evidence of financial stability for the last three years, including balance sheets, and profit and loss statements, any related notes, and an Auditor’s Report.

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Attachment B, Bid Form for TPL, may be found on DOM's procurement website <https://medicaid.ms.gov/resources/procurement/>

Attachment C

References

Reference 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Reference 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Reference 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

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

To be filled out by DOM Staff Only

Procurement: _____ Date: _____

Reference Name: _____ Title: _____

Phone: _____ Email: _____

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

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

Project Name: _____

What were the core objectives associated with this project?

Project Cost: _____

Implementation Date: _____

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

Third Party Data Matching and Recovery Services

IFB # 20180612

Office of the Governor – Division of Medicaid

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

Additional Comments

Attachment D

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

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

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 C.F.R. Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to DOM changes during the performance of the grant, the grantee shall inform DOM of the change(s), if it previously identified the workplaces in question (see above).

5) Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

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

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

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about

1) The dangers of drug abuse in the workplace; 2) the grantee's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

1) Abide by the terms of the statement; and 2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying DOM in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Third Party Data Matching and Recovery Services

IFB # 20180612

Office of the Governor – Division of Medicaid

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

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

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

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

Signature

Date

Title

Organization

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Attachment E

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

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

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

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

Signature

Date

Title

Organization

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