



MISSISSIPPI DIVISION OF
MEDICAID

INVITATION FOR BIDS
Payment Methodology Services

IFB# 20221110
RFx # 3160005306

Issue Date:

November 10, 2022

Bid Coordinator:

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Closing Date & Time:

Bids shall be received by 2:00 p.m., Friday, January 6, 2023

Closing Location:

Mississippi Division of Medicaid (DOM)

550 High Street, Suite 1000

Jackson, MS 39201

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1.0 PROCUREMENT OVERVIEW

1.1 Purpose

The Mississippi Division of Medicaid (DOM) Office of Procurement issues this Invitation for Bid (IFB) to solicit offers from qualified, experienced, responsible, and financially sound entities to provide competitive sealed bids to provide payment methodology services to DOM. The selected vendor will assist DOM by providing consulting support, regulatory guidance, financial impact statements and statistical analysis to maintain and improve existing payment methods or to implement a new payment methodology. The successful bidder shall also be proficient in, but not limited to, performing medical payment error risk assessments, using efficient methods for claims error detection including but not limited to using computer algorithms to identify payment anomalies, handling large volumes of data for analysis, understanding control systems and weaknesses, and overpayment recovery.

Entities submitting bids shall be prepared to carry out the requirements detailed in the Scope of Work of this IFB. DOM will contract with a single contractor to provide the following:

1. Annual Inpatient Rate Setting and Payment Method Support
 - a. See Attachment 4.19-A in the State Plan for details on the inpatient hospital reimbursement plan.
https://medicaid.ms.gov/wp-content/uploads/2021/09/Attachment_4.19-A-Searchable-eff.-07.01.21-updated-9.24.21.pdf
2. Annual Outpatient Fee Setting and Payment Method Support
 - a. See Attachment 4.19-B in the State Plan for details on hospital outpatient services. <https://medicaid.ms.gov/wp-content/uploads/2021/11/Attachment-4.19-B-Searchable-eff.-07.01.21-Updated-11.30.21.pdf>
3. Statistical Analysis and Quarterly Hospital and Coordinated Care Organization (CCO) Reports for Mississippi's Quality Incentive Payment Program (QIPP) Support
 - a. See links on QIPP Resources for detailed methodology, training documents and provider communication.
<https://medicaid.ms.gov/value-based-incentives/>
4. Support for Medicaid's Annual Fee Schedule Updates
 - a. See the fee schedules posted on DOM's website and the State Plan for update frequency. Most, but not all, fee schedule rates are based on Medicare rates and are updated annually
<https://medicaid.ms.gov/providers/fee-schedules-and-rates/>
5. Additional hour pool for various projects including, but not limited to, ad hoc reviews of specific rates and methodologies, payment methodology recommendations, statistical analysis of payment rates, financial impact calculations, claims reviews, and regulatory guidance as requested.

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Any IFB provisions and/or requirements designated as “Minimum Qualifications” are mandatory. The Bidder is disallowed from taking exceptions to these “Minimum Qualifications”. Any exceptions and/or deviations to or from these “Minimum Qualifications” may be cause for rejection.

1.2 Authority

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

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

CHIP is designed to provide health coverage to children in families with incomes too high to qualify for Medicaid but unable to afford private coverage. In Mississippi, the state Medicaid agency administers the CHIP program.

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

1.3 Bid Submission Requirements

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

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

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

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

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

1.4 Public Opening

The Office of Procurement shall hold a public opening of sealed bids at **3:00 p.m., Friday, January 6, 2023**. Bidders are invited to attend in person or virtually.

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

[Click here to join the meeting](#)

Dial in: 1-769-230-0549

Phone Conference ID: 13832153#

1.5 Anticipated Timeline

Date	Process
11/10/2022	Release IFB
11/30/2022	Deadline for Written Questions
11/30/2022	Mandatory Letter of Intent
12/20/2022	Response to Questions Posted
01/06/2023	Bid Deadline
01/06/2023	Public Bid Opening
01/20/2023	Notice of Intent to Award
01/27/2023	Debriefing Request Deadline
01/31/2023	Protest Deadline
03/02/2023	Contract Start (Implementation begins)
07/01/2023	Contract Operational Phase Begins

1.6 Expenses Incurred in Preparing Bid

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

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

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

1.8 Eligibility and Minimum Qualifications

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

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

1.8.2 Minimum Qualifications (Attachment C: Addendum 1)

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

1. As a legally defined entity, the organization has at least five years of experience in the prior ten years performing Payment Methodology Services for a state Medicaid agency or three years of experience performing Payment Methodology Services for a state Medicaid agency and two years of experience performing Payment Methodology services for non-Medicaid entities (may be a governmental or non-governmental entity).
2. The Bidder shall provide a project experience list that demonstrates the Bidder meets the minimum requirements for the governmental or non-governmental experience listed in 1.8.2 (1). Additional experience may also be listed, but the bidder should clearly identify the experience directly related to meeting the minimum qualifications.
3. The Bidder shall provide reference contacts from at least three business clients for the immediate past five years in Attachment E, References. At least two of the references must be from the experience the bidder identified in 1.8.2 (2) as meeting the minimum qualifications. Bidder may submit as many reference contacts as desired by submitting additional copies of Attachment E. Reference contacts shall be contacted in order listed until two (2) references identified as meeting the minimum qualifications have been contacted and Reference Survey Score Sheets are completed. No further references shall be contacted; however, Bidders are encouraged to submit additional references to ensure that at least two references are available for interview. DOM staff shall be able to contact two references within three business days of bid opening or the Bidder may be rejected.

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

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

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

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

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

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

In the narrative addendum, the Bidder must clearly demonstrate experience with inpatient and outpatient rate setting using the methodologies listed in the State Plan for inpatient and outpatient rates, statistical analysis based on 3M's™ Potentially Preventable Events and use of the Medicare Physician Fee Schedule, the Medicare hospital outpatient payment system (OPPS) and the Medicare ambulatory surgical center (ASC) payment system for rate setting projects in order to be deemed a responsible bidder. Examples of reports provided to other customers must be submitted to demonstrate the vendor's capabilities. Examples of training presentations delivered to internal staff and/or providers may also be submitted to support the Bidder's capability to provide the services.

1.9 Details of Submission

1.9.1 Bid Form (Attachment C)

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

1.10 Procedure for Submitting Questions

Questions shall be submitted no later than **2:00 p.m. Central Standard Time Zone, November 30, 2022**, using the Question and Answer template found at <https://medicaid.ms.gov/resources/procurement>. Questions must be submitted using the referenced template and sent via e-mail to: procurement@medicaid.ms.gov, with the subject line: **Payment Methodology IFB – Questions and Answers**. Written answers shall be available no later than 5:00 p.m. Central Standard Time Zone, December 20, 2022 via DOM's procurement Website, <https://medicaid.ms.gov/resources/procurement/> and the Mississippi Contract/Procurement Opportunity Search portal website, https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False. Questions and answers shall become part of the final contract as an attachment. Written answers provided for the questions are binding. DOM's responses to questions will be treated as amendments to the IFB and will require acknowledgment.

Questions should be sent to:

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

1.11 Acknowledgement of Amendments

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

1.12 Type of Contract

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

1.13 Written Bids

All bids shall be in writing.

1.14 Accuracy of Statistical Data

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

1.15 Electronic Availability

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

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

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

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

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

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

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

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

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

2.0 SCOPE OF SERVICES

The Scope of Services describes the performance requirements for the Bidder. Bidder shall provide a written response indicating its understanding of these requirements and its ability to meet these requirements. This written response should be Addendum 2 to the bid form in Attachment C. See the requirement for Capability to Provide Services in 1.8.3.

The overall Scope of Services and Deliverables required under this IFB may vary from year to year as the Medicaid program changes due to federal and state requirements. Therefore, DOM reserves the right to make appropriate adjustments in the Scope of Services by written agreement between DOM and the Bidder on an as needed basis in accordance with federal and/or state law.

DOM will provide assistance as needed with interpretation and clarification of DOM policy and will notify the Contractor as changes are made that affect the program. Any instances of discrepancies in interpretation of the contract, policies, or program requirements, will be at the sole discretion of DOM.

2.1 Project Overview

It is DOM's responsibility to be a prudent purchaser of quality health care and to ensure that benefits are provided for medically necessary services. DOM has an existing contract for payment methodology support that will expire on June 30, 2023. DOM expects the incumbent vendor, Conduent, to support and complete the state fiscal year 2024 rate changes effective July 1, 2023, for inpatient services, outpatient services, and other fee schedules and to support fiscal year-end reports for the Quality Incentive Payment Program (QIPP). The new vendor will be responsible for supporting fee schedule updates and other payment methodology work with effective dates after July 1, 2023.

The following are provided to define frequently used terms within this IFB:

- Fee: Relates to an individual service. Price for the service is a unit.
- Rate: Relates to an all-inclusive payment for services (such as RHCs, FQHCs, etc.).

2.2 Technical Requirements

The Contractor shall demonstrate high quality administrative and clinical leadership in payment methodology services, which must comply with Federal and State laws and regulations or technical guidance, DOM policies and any formal memorandums. DOM will provide assistance as needed with interpretation and clarification of DOM policy and will notify the Contractor as changes are made that affect the program.

2.2.1 Annual Inpatient Rate Setting and Payment Method Support

1. Bidder must describe in detail its ability to provide All Patients Refined Diagnosis Related Groups (APR-DRG) rate setting services using the 3M™ grouper and mapper. This will include:
 - a. Annual simulations including fee-for-service (FFS) claims and managed care encounters. The simulation presented each year should be developed based on recommendations from the contractor and policy direction discussions with DOM staff. The draft simulation will be due in March, and a final simulation will be due after

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adjustments are made based on policy direction discussion with DOM staff and leadership. The due date of the draft simulation may be adjusted based on mutual agreement.

- b. Annual analysis of rate change financial impact by category of eligibility (COE) to be used by DOM’s actuaries for setting CCO capitation rates. The draft financial impact calculation is due with the annual simulations for each year and will be adjusted based on policy discussions with DOM staff and leadership.
 - c. Recommendations and financial impact analysis for annual rate changes to include policy adjustors and updates to the 3M™ grouper and mapper. Draft recommendations and financial impact calculation will be due with the simulation and will be adjusted based on policy discussions with DOM staff and leadership.
 - d. Presentations of annual simulations and recommendations to DOM staff each year with follow up simulations and recommendations due to adjustments from policy discussions with DOM staff and leadership.
 - e. Annual updates to the APR-DRG payment calculator (excel spreadsheet), FAQ, and quick tips posted on DOM’s website no later than July each year.
 - f. Annual development and execution of provider trainings to explain rate changes no later than July each year.
 - g. Recommendations for State Plan Amendments (SPAs) and/or Administrative Code changes as needed.
 - h. Prior to the effective date of October 1 of each year, the vendor will conduct impact analysis for new Health Care Acquired Condition (HCAC) changes and provide that analysis to DOM. Installation of annual October 1 HCAC changes will be performed in conjunction with this project by Fiscal Agent.
 - i. Upon release of the 3M™ code grouper and mapper the vendor will conduct impact analysis and will assist DOM with new or updated codes as necessary. Installation of annual 3M™ code grouper and mapper will be performed in conjunction with this project by Fiscal Agent.
 - j. Prior to the effective date of October 1 of each year but no later than September 1, the vendor will conduct impact analysis for new Present on Admission (POA) changes and provide that analysis to DOM. Installation of annual October 1 POA changes will be performed in conjunction with this project by Fiscal Agent. If additional updates to POA, the vendor will conduct similar impact analysis and assist with installation of system changes.
2. Bidder shall describe in detail its ability to provide APR-DRG annual claims review, commonly referred to as a ‘look-back’. Vendor shall provide to DOM an APR-DRG Annual “Look Back” Report and presentation on the report’s findings no later than December 15 of each year of the contract. For the Look Back, the Bidder shall review the previous year claims data set (typically State fiscal year) including fee-for-service claims and managed care encounters that will be used for the current year rate setting in order to identify any issues with using that claims data set for

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financial impact calculations for the new State fiscal year including, but not limited to, the following: claims runout, other significant events impacting claims processing or policy changes that would impact the data set. The report should outline issues and provide recommendations to DOM for the current year rate setting and result in the following:

- a. Analysis including fee-for-service claims and managed care encounters
 - b. Recommendations for how data issues should be handled in rate setting for the upcoming year
 - c. Presentation of Look Back and recommendations to DOM staff
 - d. Application of the agreed-upon data issue handling to the rate setting process
3. Bidder shall describe in detail its ability to provide a report detailing the annual Centers for Medicare and Medicaid Services (CMS) inpatient prospective payment system (IPPS) proposed and final rules. These reports will guide DOM in their inpatient rate update decisions. A financial impact analysis should also be presented in the report.
 4. Bidder shall describe in detail its ability to provide analysis of inpatient payments to be used for the disproportionate share hospital (DSH) model. This analysis should use the simulation created for inpatient rates for the fiscal year and calculate a payment percentage change for each provider from the baseline payment level. This percentage change will be used by DOM in the annual DSH model.
 5. Bidder shall describe in detail its ability to provide a report detailing an annual review of inpatient completion factors for fee-for-service and managed care encounter claims that will be performed and delivered. This review indicates the completeness of claims filed for the simulation year. If claims are considered to be incomplete in any category, a completion factor should be calculated and applied to those claims to represent a full year.

2.2.2 Annual Outpatient Fee Setting and Payment Method Support

1. Bidder shall describe in detail its ability to provide Centers for Medicare and Medicaid Services (CMS) Rule Update summaries. The Contractor will be responsible for preparing a CMS proposed and final rule summary report for the Medicare Physician Fee Schedule (MPFS), the Medicare hospital outpatient payment system (OPPS) and the Medicare ambulatory surgical center (ASC) payment system. The contractor should provide the proposed summary reports to DOM within 45 calendar days of the proposed rule date. The contractor should provide the final rule summary reports to DOM within 30 calendar days of the final rule date. Both reports should include, but are not limited to:
 - a. An overall summation of key dates and changes;
 - b. Payment updates needed based on the rule changes;
 - c. Payment impact for DOM based on the rule changes;
 - d. Conversion factor update;
 - e. Relative Weight update;
 - f. Code classification updates;
 - g. Geographic Price Cost Indices update; and
 - h. New and/or existing policy updates.
2. Bidder shall describe in detail its ability to provide annual simulations with financial impacts for the Medicare Physician Fee Schedule (MPFS), the Medicare hospital outpatient payment system (OPPS) and the Medicare ambulatory surgical center (ASC) payment system for DOM to include fee-for-service (FFS) claims and managed care encounters. The simulation presented each year

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should be developed based on recommendations from the contractor and policy direction discussions with DOM staff. The draft simulation will be due in April, and a final simulation will be due after adjustments are made based on policy direction discussion with DOM staff and leadership. The due date of the draft simulation may be adjusted based on mutual agreement.

3. Bidder shall describe in detail its ability to provide annual analysis of rate changes for the DOM rates based on the Medicare Physician Fee Schedule (MPFS), the Medicare hospital outpatient payment system (OPPS) and the Medicare ambulatory surgical center (ASC) payment system and the financial impact by category of eligibility (COE) to be used by DOM's actuary for setting capitation rates.
4. Bidder shall describe in detail its ability to provide presentations of annual simulations and recommendations to DOM staff. The presentation will be due with the annual simulation.
5. Bidder shall describe in detail its ability to provide annual development of provider trainings to explain rate changes. The training should be provided no later than July of each year.
6. Bidder shall describe in detail its ability to provide recommendations for State Plan Amendments (SPAs) and/or Administrative Code changes as needed.
7. Bidder shall describe in detail its ability to provide code and fee support to assist with policy decisions. Bidder is to provide analytical support for code coverage and code pricing as needed throughout the year.
8. Bidder shall describe in detail its ability to provide Health Insurance Portability and Accountability Act (HIPAA) Compliant Code Sets. The Contractor will be responsible for assisting with HIPAA compliant code set updates to include, but not limited to:
 - a. Notifications and report of quarterly and/or annual current procedural terminology (CPT®), healthcare common procedural coding system (HCPCS), and international classification of disease (ICD-10) code updates;
 - b. Communicate any special guidelines associated with codes; and
 - c. Policy recommendations for special projects regarding code updates.
9. Bidder shall describe in detail its ability to address provider concerns regarding DOM's annual updates through the creation of and/or changes to a Frequently Asked Questions (FAQ) and/or Quick Tips guide and/or any documents deemed to describe the changes in payment method.
10. Bidder shall describe in detail its ability to provide analysis of outpatient pricing to be used for the disproportionate share hospital (DSH) model. This analysis should use the simulation created for outpatient rates for the fiscal year and calculate a payment percentage change for each provider from the baseline payment level. This percentage change will be used by DOM in the annual DSH model.
11. Bidder shall describe in detail its ability to provide a report for the annual review of outpatient completion factors for fee-for-service and managed care encounter claims that will be performed and delivered. This review indicates the completeness of claims filed for the simulation year. If claims are considered to be incomplete in any category, a completion factor is calculated and applied to those claims to represent a full year.

2.2.3 Support for Medicaid’s Annual Fee Schedule Updates

1. Bidder shall describe in detail its ability to provide assistance with updating DOM fee schedules or individual codes on the schedule required in the state plan or as deemed necessary by DOM or the Legislature. This includes decision support for coverage of codes and suggested rates for non-Medicare covered codes. Fee schedules include but are not limited to the following:
 - a. Ambulance;
 - b. Ambulatory Surgical Center;
 - c. Dental;
 - d. Durable Medical Equipment;
 - e. Hearing;
 - f. Increased Primary Care Provider;
 - g. Medical Supply;
 - h. Outpatient Hospital;
 - i. Pathology Laboratory;
 - j. Physician;
 - k. Radiology;
 - l. Vision; and
 - m. Vaccine.
2. Bidder shall describe its ability to assist with any other Medicaid program fee, code or rate updates as needed.
3. Bidder shall describe its ability to provide to DOM Financial Simulations Report for Code Fee Updates and present on the report’s findings by on a mutually agreed upon date each year of the contract. The financial simulations within this report shall be used for annual code fee updates to assist DOM with policy planning. Vendor’s financial simulations shall analyze Medicaid Fee For Service (FFS) and managed care encounter claims data in the reports and shall include supporting documentation to accomplish the following:
 - a. Identify the system processes to be modeled using the appropriate level of detail and flexibility to analyze claim payments using the code fee updates;
 - b. Validate the process, through statistical analysis, to ensure that no significant difference exists between the model and Medicaid’s payment system;
 - c. Provide documentation which will include a written report and presentation of the results and implications of the code updates identifying the best course of action or recommendation; and
 - d. Provide analytical support for code coverage and code pricing as needed throughout the year.
4. At minimum, Bidder shall use two (2) types of financial simulation models to assess the financial impact:
 - a. Future model evaluating the impacts of the new proposed fee update expenditures; and
 - b. Past performance model evaluating the actual results of code and fee updates for a previous year.

2.2.4 Support, Statistical Analysis and Annual/Quarterly Hospital Reports for Mississippi's Quality Incentive Payment Program (QIPP)

Bidder will be required to use algorithms developed by 3M™ as defined below for the different segments of the program.

The overarching program is the Potentially Preventable Hospital Returns (PPHR) with the subsegments of Potentially Preventable Readmissions (PPR), Potentially Preventable Emergency Department (PPED) visits and Potentially Preventable Complications (PPC). To ensure their capability to provide the services being procured, the Bidder should read the QIPP methodology supplements, QIPP Calendar and training materials found on DOM's website: <https://medicaid.ms.gov/value-based-incentives/>

1. Bidder shall describe in detail its ability to provide quarterly PPHR analysis and reports in the same or very similar formats that include the following:
 - a. PPR analysis and reports
 - b. PPED analysis and reports
 - c. PPC analysis and reports
2. Bidder shall describe in detail its ability to provide each analysis and report and should use the 3M™ algorithm to calculate the following:
 - a. Hospital-specific PPHR, PPR, PPED and PPC actual to expected ratios (a/e ratios)
 - b. Statewide PPHR, PPR, PPED and PPC a/e ratios
 - c. Coordinated Care Organization (CCO)-specific PPHR, PPR, and PPED a/e ratios
3. Bidder shall describe in detail its ability to provide individual hospital reports for each quarter loaded automatically onto DOM's secure SharePoint location for each hospital. There are currently 105 Mississippi hospitals included in the PPHR program.
4. Bidder shall describe in detail its ability to conduct training and provide any education, presentation materials and support deemed necessary by DOM for hospitals, CCOs, or any other parties. Bidder should include examples of previous training presentations created or delivered for other clients that are of a similar nature.
5. Bidder shall describe in detail its ability to provide drafting of email communication to be sent to hospitals and CCOs (by DOM) for the named reports.
6. Bidder shall describe in detail its ability to develop and deliver ad-hoc reporting to DOM for COVID-related or other pandemic-related events to analyze the impacts and effects of such events of PPHR's.
7. Bidder shall describe in detail its ability to develop and deliver ad-hoc reporting to DOM for an annual PPHR Savings Analysis report and quarterly Sickle Cell report.

2.2.5 Data Management

1. Inpatient and Outpatient Claims Data – Professional Claims and Managed Care Encounter Claims. The Contractor shall manage extracts of Inpatient and Outpatient Professional Claims

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and Managed Care Encounter Claims data sets to be used for various DOM projects. Contractor shall describe in detail its ability to extract, secure, and store the aforementioned data sets to meet the security requirements in Section 4.8 – System Security Requirements.

2. Other Program Data - Any other claim types by provider type including, but not limited to Hospice, Rural Health Clinics/Federally Qualified Health Centers (RHC's/FQHC's), Nursing Homes, Physicians, Crossover Claims, or Durable Medical Equipment (DME). Contractor shall manage extracts of the aforementioned data sets as needed for DOM ad-hoc reports or analysis. Contractor shall describe in detail its ability to extract, secure, and store the aforementioned data sets to meet the security requirements in Section 4.8 – System Security Requirements.

2.2.6 Hour Pool

Bidder shall provide sufficient, qualified staffing for other ad-hoc payment method projects as requested by DOM or as proposed by Bidder and approved by DOM during the term of the contract. Bidder shall describe its ability to dedicate an annual pool of Not-to-Exceed 2,000 hours at a blended rate for each year of the contract to support DOM ad-hoc payment method projects. Use of the pool hours must be supported with a project plan developed by the Bidder and must receive approval by the Deputy Administrator.

1. Bidder shall describe in detail its ability to provide the following known DOM ad-hoc payment method projects to include a description of Offeror's staffing approach for each. Examples of summary reports may be submitted to support the Bidder's capability to provide this requirement.
 - a. Research and summary reports of interim and final Centers for Medicare and Medicaid Services (CMS) rules and regulations (applies to rules not already specifically listed elsewhere in section 2.2 Technical Requirements) affecting the Mississippi Medicaid State Plan or Administrative Code and when needed, calculate the financial impact of changing federal rules and regulations;
 - b. Research and financial calculations as needed to determine the impact of State legislative changes as requested by DOM; and
 - c. Research and financial calculations, as needed, to determine the impact of State Plan changes when requested by DOM.
2. Bidder shall describe in detail its staffing approach and ability to meet DOM ad-hoc payment method projects as may be requested by DOM during the term of this Contract.
3. Bidder shall describe in detail its ability and approach to provide the capacity and established procedures to conduct intensive studies of data and practice patterns by:
 - a. Collecting and analyzing Medicaid service utilization data from various sources as approved by DOM;
 - b. Evaluating the efficiency of health care delivery, appropriate use of services, and opportunities to improve payment methodologies;
 - c. Proposing, designing, and implementing focused studies related to programs, beneficiaries, providers, services, and other topics related to Medicaid;

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- d. Identifying opportunities for improving efficiencies in various programs and provide to DOM recommendations and strategies for improving the delivery of health care through payment methodologies; and
- e. Providing draft education materials to assist DOM with providers with demonstrated aberrant utilization practice patterns. At DOM's discretion, the Bidder may be responsible for presenting the materials to providers in an online (not in-person) format, including managing registration of those providers for the training session(s).

2.2.7 Staffing Requirements

- 1. The Bidder shall have sufficient physical, technological, and financial resources to conduct payment methodology services that meet the requirements of this IFB. The Bidder shall provide sufficient clinical and technical expertise and administrative and organizational staff to implement the provisions and requirements of the contract and for fulfillment of the contractual obligations.
 - a. The Bidder shall maintain key personnel to perform the required tasks within performance standards, as listed below. At a minimum, the Bidder must employ the following key personnel by sixty (60) days prior to operation start date. Resumes for the proposed key staff positions below shall be included in the IFB submission:
 - i. Project Manager (key staff)
 - ii. Assistant Project Manager (key staff)
 - iii. Statistician, data scientist or other technical resource (key staff)
 - iv. a certified and experienced medical coder, and
 - v. technical resources to manage and store the data necessary to fulfill contractual obligations.
 - b. Employ a dedicated Project Manager who shall have day-to-day authority to manage the Payment Methodology Program and is responsible for overseeing the implementation and support of the Contract requirements. The Project Manager must have at least a bachelor's degree issued by an accredited college or university. Project Manager must also possess knowledge of Medicaid programs with relevant experience navigating similar complex projects with minimum experience of seven (7) years managing and/or working with Medicaid is required. The experience may be with a State Medicaid Agency or with the similar provision of services to a Medicaid agency for the Bidder. The Project Manager shall be available to DOM during regular business hours of DOM operation and should work on DOM's project no less than 20 hours per week. The Bidder shall not hire a new Project Manager without prior approval from DOM.
 - c. Employ a full-time Assistant Project Manager to assist in overseeing all functions related to the Payment Methodology Program, with minimum experience of five (5) years managing and/or working with Medicaid or other government health plans is required. DOM expects the Assistant Project Manager to dedicate 40 hours per week to this contract. The Bidder shall not hire a new Assistant Project Manager without prior approval from DOM.

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- d. Employ a statistician, data scientist or other technical resource with demonstrated ability to analyze large amounts of data. This resource must have a minimum experience of five (5) years managing and/or working with medical data.
 - e. Employ a certified and experienced medical coder. This resource must have a minimum experience with medical coding of five (5) years.
 - f. Employ sufficient technical resources to manage and store the data necessary to fulfill contractual obligations. The Bidder should include a description of the resources available to oversee information technology and system operations.
2. The Bidder shall notify DOM in writing of any key staff resignations, dismissals, or personnel changes within two (2) business days of the occurrence. Should any key position become vacant, the Bidder must notify DOM immediately and provide information on the replacement within ten (10) business days. DOM shall have the right to participate in the selection process and approve or disapprove the hiring of any key staff positions.
 3. DOM reserves the right to approve or disapprove Bidder's key personnel or to require the removal or reassignment of any personnel found by DOM to be unwilling or unable to perform the terms of the Contract.
 4. The Bidder shall demonstrate the ability to secure and retain qualified professional, administrative, and clerical staff. The Bidder shall submit a staffing plan to DOM for approval. The Bidder is solely responsible for ensuring that the staffing plan includes sufficient minimum level qualifications to ensure employment of qualified staff. The Bidder shall ensure that all staff has the training, education, experience, and orientation to conduct activities under the Contract resulting from the IFB. At a minimum, the Bidder shall ensure that staff is knowledgeable of Mississippi Medicaid and other State health care programs and related federal and State laws and regulations.
 5. The Bidder shall notify DOM in writing within five (5) business days of any temporary or permanent changes to personnel commitments made in the Bidder's bid or DOM approved staffing plan. The Bidder shall provide DOM with its staff "turn-over" rates at the request of DOM. In the event DOM determines the Bidder's staff or staffing levels are not sufficient to properly complete the services specified in the IFB and the resulting Contract, it shall advise the Bidder in writing. The Bidder shall have thirty (30) calendar days to remedy the identified staffing deficiencies.
 6. The Bidder shall make its staff available to meet with DOM staff in bi-weekly Work Group meetings to check on the status of all ongoing work and to ensure projects have forward progress and Monthly Administrative Project Summary meetings to discuss the current status of the Contract, Contractor performance, benefits to DOM, revisions, reviews, reports and upcoming project planning. One of the monthly meetings per quarter may take place on-site at DOM but it is not required. The Bidder shall submit to DOM an agenda for each meeting at least one (1) business day prior to the meeting and meeting minutes within three (3) business days following the meetings with DOM staff.
 7. The Bidder shall ensure all of the Contractor officers and employees performing any work for or on the contract shall be instructed in writing of a confidentiality requirement regarding Medicaid beneficiaries, to remain in effect during employment and annually thereafter. See section 4.20.1 Confidentiality of Beneficiary Information.

2.2.8 System Requirements

2.2.8.1 Data Exchange

1. DOM maintains the Medicaid MMIS that contains recipient and provider information, including benefit plans and claims data. The Bidder shall be able to receive data and other information necessary to maintain all necessary systems, from DOM or its designee, on a daily basis.
2. The Bidder shall have the capability to receive recipient eligibility data that includes Medicaid eligibility, managed care data and Medicare Part A and Part B eligibility segment data.
3. The Bidder shall have the capability to receive and store eligibility, provider, and MMIS claims data including FFS and CCO encounter data from DOM's fiscal agent. The Bidder shall work with the fiscal agent on any necessary interface changes at no additional cost to DOM.
4. The Bidder shall become knowledgeable of the field definitions related to the data being sent from DOM and/or its agents. The Bidder shall develop system processes to allow simple additions or modifications to the data received if needed. For example, if a claims data set is found to contain provider errors made in submission of the claim, the Bidder must be able to store both the original data and data that has been 'corrected' by the Bidder for use in simulations or financial calculations.
5. 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.
6. The Bidder shall have protocols and internal procedures for ensuring system security and the confidentiality of recipient identifiable data.
7. The Bidder shall ensure that only authorized personnel can process transactions or access recipient information. The Bidder shall provide administrative support through a browser based administrative terminal that conforms to DOM security protocols.
8. The Bidder shall have the capacity (hardware, software, and personnel) sufficient to access and generate all data and reports needed for this program. The Bidder shall maintain a sufficient number of qualified MIS and technical staff to continue operation of the Bidder's system, provide prompt, on-going system support and accurate data access to DOM.

2.2.8.2 Reporting Requirements

The Bidder shall provide DOM with the reports specified in this IFB in formats that are approved by DOM prior to the Operation Date, as appropriate. Report formats may include paper reports or data files, but typically are in pdf format with supporting data files in excel format. The Bidder shall provide additional reports or make revisions in the data elements or format upon the request of DOM, without additional charge to DOM and without a contract amendment. Upon request of DOM, the Bidder shall supply the underlying data to support any report submitted. The data shall be in a mutually agreed upon electronic file format. DOM may add or delete reports to be submitted without requiring a Contract amendment. Failure to meet the timeliness standard set forth for each report may, at the sole discretion of DOM, result in the assessment of liquidated damages as specified in this IFB.

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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 Administrative Project Summary to include operational priorities, outstanding issues, staffing, and Contractor calendar of events and meeting minutes;
- b. Bi-weekly Work Group meeting agenda and meeting minutes.

2.2.9 Contractor Payment

2.2.9.1 Payment Methodology Support Price

The Bidder shall be paid monthly in accordance with Attachment C, Bid Form, which shall be a firm and fixed price, unless otherwise specified, for the period of the Contract. The Contract award will be based on the submitted price per year and the total amount payable under the Contract will not exceed the submitted price. The annual support payment for Inpatient, Outpatient, QIPP and Fee Schedule will be divided into twelve (12) equal payments through the year. The Hour Pool will be paid as hours are consumed, not to exceed 2,000 hours per contract year.

Payments will be based on submitted invoices. Monthly Administrative Project Summary reports and invoices must provide a description to sufficiently support payment by DOM. The monthly payments for this project will be made only upon DOM acceptance of the monthly invoice by DOM assigned contract manager and approval of the work product completed on the monthly report.

2.2.9.2 Travel

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

2.2.9.3 Erroneous Issuance of Compensation

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

2.2.9.4 Release

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

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

2.3 Contract Phases

2.3.1 Implementation Phase

The Implementation Phase encompasses those activities required to ensure a smooth transition from the existing process to the successful Bidder. This shall entail development of a series of DOM approved plans, documents, papers, letters or other materials, and performance of activities in preparation of beginning the contract operations in the next phase. DOM shall approve all materials prior to operation by the winning Bidder.

The winning 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 shall be coordinated with DOM to ensure readiness to complete required tasks by specified dates. Contractors will develop an implementation plan to be submitted to DOM 14 calendar days post award. The implementation plan is to be approved by DOM prior to execution and must outline in detail all steps necessary to begin program operations.

Bidders shall propose the approach, schedule and project plan for the Implementation Phase including dates for Milestones and Deliverables. Dates for the Milestones and Deliverables, including the Targeted Operational Start Date, are contractually binding and will be used in the calculation of damages as applicable.

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

2.3.2 Operational Phase

During the Operational Phase, the Bidder shall perform the responsibilities described in this IFB. The Bidder shall be required to adhere to the performance requirements of the contract and those found in state and federal law, as well as the requirements of any revisions in federal and state law or regulations which may be enacted or implemented during the period of performance of this contract that are directly applicable to the performance requirements of this contract.

2.3.3 Turnover Phase

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

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

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

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

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

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3.0 PROCUREMENT PROCESS

3.1 Approach

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

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

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

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

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

3.2 Mandatory Letter of Intent

To be eligible to submit a Bid, Bidders are required to submit **Attachment B: Mandatory Letter of Intent**. The Mandatory Letter of Intent is due by **2:00 p.m. CST, November 30, 2022**. The Letter of Intent must be signed by an individual authorized to commit the Bidder to the work proposed.

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

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

3.3 Multi-Term Contracts

This solicitation provides for a multi-term contract. This contract for services may be entered into for a period of time not to exceed three years and four months with two optional one-year renewals, 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. Note: The four months is for the implementation period. See also Section 4.3. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

3.3.1 Requirements

1. The Bidder will be expected to provide services as detailed in the IFB for a period of three years initial term with two optional one-year renewals.
2. Compensation for services shall be in the form of a firm fixed-rate agreement which provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.
3. A multi-term contract shall 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,
4. The Procurement Officer shall 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, and,
5. A multi-term contract may be awarded. The contract shall be awarded to the lowest and most responsive and responsible Bidder.

3.4 Rules of Procurement

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

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

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

3.4.1 Restrictions on Communications with DOM staff

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

3.4.2 Amendments to this IFB

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

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

3.4.3 Acceptance of Bids

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

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

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

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

DOM reserves the right to exclude any and all non-responsive bids from any consideration for contract award. DOM shall award a firm fixed price contract to the lowest Bidder whose offer is responsive to the solicitation.

3.4.4 Rejection of Bids

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

1. The bid contains unauthorized amendments to the requirements of the IFB;
2. The bid is conditional;
3. The bid is incomplete or contains irregularities that make the bid indefinite or ambiguous;
4. The bid is not signed by an authorized representative of the party;
5. The bid contains false or misleading statements or references;
6. The Bidder is determined to be non-responsible as specified in Section 3.4.9 below;
7. The bid ultimately fails to meet the announced requirements of the State in some material aspect;

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

3.4.5 Alternate Bids

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

3.4.6 Bid Amendments and Withdrawal

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

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

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

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

3.4.7 Disposition of Bid

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by DOM shall upon receipt become and remain the property of DOM. DOM shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

3.4.8 Responsible Contractor

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

3.4.9 Notice of Intent to Award

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

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

3.5 Bid Evaluation

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

3.5.1 Responsible Bidder

Bidder must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by DOM.

3.5.2 Responsive Bidder

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

3.5.3 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

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the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DOM of non-responsiveness.

3.5.4 Conditioning Bid upon Other Awards

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

3.5.5 DOM Rights Reserved

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

3.5.6 Bid Submission Format

A coversheet identifying each attachment with the Bidder's name, should be placed before each attachment and one coversheet for any/all amendments. All information must be presented in the same order and format as described below. One combined PDF file should be uploaded in SharePoint with the file name: BIDDER'S NAME_Payment Methodology Services.

The PDF should be in the following format:

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

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

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

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

All bid submissions, including all files, must be received by DOM no later than **2:00 p.m. Central Standard Time (CST), on January 6, 2023**. After the deadline, the Bidder's access to SharePoint will expire. No exceptions will be made. DOM is not responsible for bids that are uploaded into SharePoint and system timestamped after the 2:00 p.m. submission time. Please allow for the timely delivery of files/bids into SharePoint. Any attempts to submit a bid or any

modifications after the deadline will be considered late and will not be considered for award. No late submissions will be accepted.

3.6 Bid Opening

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

3.7 Award

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

3.7.1 Notification

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

3.8 Protest of Solicitations or Awards

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

3.8.1 Procedure for Filing Protests

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

Any actual or prospective Bidder or Bidders who are aggrieved in connection with the solicitation or award of a contract may protest to DOM's Chief Procurement Officer and copy the Department of Finance and Administration Director of the OPSCR. The protest shall be submitted in writing within seven calendar days of the award or within seven 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 day period shall not be considered.

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

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To file a protest directly to the PPRB, the aggrieved party shall file a protest with the OPSCR within seven 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) calendar days of the solicitation posting or award.

3.8.2 Content of Protest

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

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

3.8.3 Protest Decision

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

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

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

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

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

3.8.4 Stay of Solicitation or Award

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the

solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

3.8.5 Right to Appeal

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

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

3.8.6 Protest Bond

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

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

3.9 Post-Award Vendor Debriefing

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

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

3.9.1 Debriefing Request

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

3.9.2 When Debriefing Should Be Conducted

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

3.9.3 Information to Be Provided

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

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

3.9.4 Information Not to Be Provided

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

3.9.5 Summary

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

3.10 Mississippi Contract/Procurement Opportunity Search Portal

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

3.11 Attachments

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

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4.0 TERMS AND CONDITIONS

4.1 General

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

1. The contract and any amendments thereto;
2. Written directives and memoranda clarifying the contractual relationship between DOM and the Contractor, written on DOM letterhead and signed by DOM's Executive Director or his or her designee ("written Directives and Memoranda");
3. Written questions from DOM answered by the Contractor in writing during the Evaluation process ("IFB Bid Clarifications");
4. The Contractor's Bid submitted in response to the IFB and any attachments, in their entirety, or the Contractor's Best and Final Offer (BAFO) (if applicable) which would supersede any and all other bids from the Contractor (Contractor's IFB Bid); and
5. The IFB and any amendments thereto, in their entirety.

4.1.1 Conflict in Language and the DOM's Right to Clarify

In the event of a dispute or conflict among the five documents referenced above, or any ambiguities, conflicts, or questions of interpretation of the contract, any such instances shall be resolved as follows:

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

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

4.1.2 Contract Amendments

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

modification or change. In some instances, the contract amendment shall be approved by CMS before the change becomes effective.

4.1.3 Modifications

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

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

4.2 Performance Standards, Damages, and Retainage

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

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.

DOM reserves the right to assess actual or liquidated damages and/or a CAP, 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 may be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM shall give written notice to the Contractor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Contractor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM's determination. Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess up to \$5,000.00 per calendar day for each instance, 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.

In the event of Contractor's default or failure to meet other contractual requirements not enumerated within this Contract, DOM reserves the right to assert claims for actual damages for Contractor's default or failure. In the event such actual damages arise from the same event for which Contractor

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has been assessed liquidated damages, the amount of any such liquidated damages paid by Contractor shall be credited against the amount of actual damages assessed for the same event.

4.2.1 Liquidated Damages

The parties declare and agree that time and punctuality are material and essential elements of this Agreement, and that its terms must be strictly and literally carried out. DOM may assess actual or liquidated damages for the Contractor’s failure to carry out the provisions of this Agreement. The parties further declare and agree that the specified liquidated damage amounts to be paid are not meant to be penalties or punitive in nature. The parties also declare and agree that DOM will incur damages in the event of a breach of this Agreement by Contractor. Where liquidated damages are available through this Agreement for breaches of Contractor’s obligations, the Parties have agreed to such liquidated damage amounts because:

- 1) The actual damages cannot be measured with a reasonable degree of accuracy at the time this Agreement is made;
- 2) The cost and difficulty of proving such damages makes it impractical; and
- 3) The liquidated damages assessed are a reasonable estimate of the loss which will be incurred.

If liquidated damages are insufficient, DOM has the right to pursue actual damages in addition to liquidated damages. In the event such actual damages arise from the same event for which Contractor has been assessed liquidated damages, the amount of any such liquidated damages paid by Contractor shall be credited against the amount of actual damages assessed for the same event. Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this Agreement or available under state or federal law. DOM’s failure to assess liquidated damages in one or more of the instances described herein will in no event waive the right for DOM to assess liquidated damages or actual damages in the future. Continued violations of the requirements in this Agreement may, in DOM’s sole discretion, result in termination of the Agreement without DOM having any further obligation to the Contractor.

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

The following liquidated damages apply:

IFB Section Reference Number	IFB Requirement	Liquidated Damages
2.2.1 through 2.2.4; 2.2.5; and 2.2.8.2	Failure by Contractor to deliver Reporting, Calculations, Simulations, and/or Analyses as set forth in this IFB, including but not	Liquidated damages up to \$5,000.00 per occurrence, per calendar until sufficiently

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	limited to timeliness of delivery and accuracy of data.	provided to and accepted by DOM.
2.2.7	Failure by Contractor to maintain staffing levels and provide appropriate notice to DOM related to the number of and qualifications of staff, and provision of key staff as outlined in this IFB.	Liquidated damages up to \$1,000.00 per position, per calendar day until deficiencies are remedied to DOM's satisfaction.
2.2.8.1	Failure by Contractor to develop and/or maintain all required electronic data systems based on the requirements as set forth in these sections of the IFB.	Liquidated damages up to \$10,000.00 per failure, per calendar day until resolved to DOM's satisfaction.
2.3.1	Failure of Contractor to meet Implementation dates for milestones and/or deliverables.	Liquidated damages up to \$5,000 per calendar day until milestone is delivered to DOM's satisfaction.
2.3.3	Failure of Contractor to meet mutually agreed upon time frames for performance and delivery of Turnover Phase.	Liquidated damages up to \$5,000 for each failure, per calendar day until non-compliance is remedied to DOM's satisfaction.
4.3.13	Any other failure of Contractor that DOM determines constitutes non-compliance with any material term of the Contract and/or IFB not specifically enumerated herein.	Liquidated damages up to \$5,000 for each failure, per calendar day until non-compliance is remedied to DOM's satisfaction.
4.20.1	Unauthorized utilization or disclosure of any confidential information not classified as PHI, in violation of the requirements listed herein. An occurrence means each unauthorized use or disclosure, regardless of the number of persons or Trading Partners involved.	Liquidated damages up to \$10,000 per occurrence.
4.21.3	Failure for the Contractor or any of its subcontractor(s) to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA). An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.	Liquidated damages up to \$2,500 per occurrence. An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.

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4.21.3	Failure to meet the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as amended.	Liquidated damages up to \$1,000 per incident. An incident means, with respect to protected health information (PHI), (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration or other event in which PHI cannot be accounted for.
4.21.3; BAA	Failure of Contractor to notify DOM of an “Incident” both in writing and by telephone within 72 hours of discovery by Contractor or subcontractor. Incident is related to Protected Health Information (PHI) and is further defined as: (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI; (ii) breach of unsecured PHI, or (iii) any loss, destruction, alteration, or other event in which PHI cannot be accounted for.	Liquidated damages up to \$10,000 per day until DOM is properly notified and up to \$1,000 per incident.

4.2.2 Other Remedies

If Contractor fails to fulfill its duties and obligations pursuant to this Agreement, DOM may, in addition to assessing liquidated and/or actual damages, issue a written notice to Contractor indicating the violation(s) and advising Contractor that failure to cure the violation(s), to the sole satisfaction of DOM, within a defined time period may lead to the imposition of some or all the following measures:

- a) Require, at the Contractor’s sole expense, special training or re-training of some or all of the Contractor’s representatives in, including but not limited to, HIPAA laws, rules and regulations, business ethics, policies, rules, procedures, and regulations, and/or any other topic upon which DOM deems such training to be appropriate;
- b) Require additional and more detailed financial reports from the Contractor;
- c) Refuse to allow participation in Contractor incentive pay, if applicable;
- d) Disallow all or part of the cost of the activity or action not in compliance with the Agreement;
- e) Temporarily withhold any payments pending the correction of the deficiency by Contractor and

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sustain compliance for an appropriate amount of time as determined by DOM

- f) As allowed by law, require payments to Contractor as reimbursements rather than advance payments;
- g) Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- h) Require Contractor to complete a Corrective Action Plan (hereinafter “CAP”) within a deadline specified by DOM, and if Contractor fails to provide a CAP by the deadline set by DOM, fails to provide a sufficient CAP, as determined by DOM in its sole discretion, or fails to meet the deadline(s) set forth in the CAP for resolution of the issue(s), withhold payments (for the work or deliverables) related to the issue(s) identified by DOM, or exercise any other remedy set forth in this Agreement or available under law;
- i) Require additional project monitoring of the Contractor;
- j) Require the Contractor to obtain technical and/or management assistance at Contractor’s expense;
- k) Require temporary management of Contractor by DOM or an entity acceptable to DOM upon a finding by DOM, in its sole discretion, that there is continued egregious behavior on the part of the Contractor;
- l) Refer Contractor to the applicable Federal and/or State agencies for the imposition of civil money penalties;
- m) Refer Contractor to the Mississippi Attorney General’s Office;
- n) Terminate the Agreement, in whole or in part, if Contractor fails to perform its obligations under the Agreement in a timely and proper manner as determined by DOM in its sole discretion;
- o) Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency;
- p) Require the Contractor to correct and/or rework deficient work at Contractor’s expense; and
- q) Take any other remedies that may be legally available.

Nothing in this section shall preclude the pursuit of any other remedies allowed by law.

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

Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data, or other Contractor resources to which access is required to correct the failure. Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

4.3 Term of Contract

The initial term of the contract shall commence on March 2, 2023 and shall expire June 30, 2026. DOM reserves the right, under the same terms and conditions as existing contract, an option for two (2) one-year contract extension periods, provided that DOM obtains approval for the Public Procurement Review Board (PPRB) to allow an extension period. The initial term may include an Implementation Period and an Operational Period. The Implementation Period of the initial term shall be for a four (4) month period beginning March 2, 2023 and ending June 30, 2023. The Operational Period of the initial term shall thereafter begin on July 1, 2023 and end on June 30, 2026.

4.3.1 Applicable Law

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

4.3.2 Availability of Funds

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

4.3.3 Representation Regarding Contingent Fees

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

4.3.4 Representation Regarding Gratuities

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

4.3.5 Excusable Delays/Force Majeure

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, natural disasters or other cause beyond their reasonable control. When such a cause arises, the Contractor shall notify DOM immediately in writing of the cause of its inability to perform, how it affects its

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

4.3.6 Compliance with Laws

Contractor understands that the [State] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

4.3.7 Procurement Regulations

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

4.3.8 Stop Work Order

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

be received and acted upon at any time prior to final payment under this contract.

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

4.3.9 E-Payment

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

4.3.10 E-Verification

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

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

4.3.11 Paymode

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

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during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

4.3.12 Termination of Contract

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

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

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

4.3.13 Termination for Convenience

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

4.3.14 Termination for Default by the Contractor

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

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

4.3.15 Termination Upon Bankruptcy

In the event the Contractor becomes insolvent or bankrupt, permanently ceases doing business, makes an assignment for the benefit of its creditors, commences any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings or has commenced against it any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings. i.e. a receivership, that are not dismissed within sixty (60) days, then DOM shall have the right to terminate this contract for convenience upon written notice as required in 4.3.12 of this IFB. Without limitation, the Contractor's rights under this contract shall include those rights afforded by 11 U.S.C. § 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and any successor thereto. If the bankruptcy trustee of the Contractor or the Contractor as a debtor or the debtor-in-possession rejects this contract under 11 U.S.C. § 365 of the Bankruptcy Code, DOM

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may avail itself of all rights and remedies to the full extent contemplated by this contract and 11 U.S.C. § 365 of the Bankruptcy Code, and any other relevant laws.

This contract may be terminated in whole or in part by DOM upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

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

4.3.16 Approval Clause

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

4.3.17 Procedure on Termination

4.3.17.1 Contractor Responsibilities

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

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;
5. Complete the performance of the work not terminated by the Notice of Termination;

6. Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest;
7. Fully train DOM staff or other individuals at the direction of DOM in the operation and maintenance of the process;
8. Promptly transfer all information necessary for the reimbursement of any outstanding claims;
9. Return to DOM and/or destroy/sanitize all DOM data covered by the Business Associate Agreement and/or the Data Use Agreement in accordance with the terms of the Business Associate Agreement and/or the Data Use Agreement; and,
10. Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

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

4.3.17.2 DOM Responsibilities

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

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

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

4.4 Notices

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

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In case of notice to the Contractor:

Project Manager
Street Address
City, State Zip Code

In case of notice to DOM:

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

Copy to Contract Administrator, DOM

4.5 Cost or Pricing Data

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

4.6 Subcontracting

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

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

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

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

The Contractor shall be 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 shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Contractor shall not access DOM User accounts, or DOM Data, except:

- a. in the course of Data Center operation related to this solution;
- b. response to service or technical issues;
- c. as required by the express terms of this service; or
- d. at DOM's written request.

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

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

4.7.3 Protection of Personal Privacy and Sensitive Data

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of DOM information

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at any time. The Contractor shall safeguard the confidentiality, integrity, and availability of DOM information and comply with the following conditions:

- a. All information obtained by the Vendor under the contract shall become and remain property of DOM.
- b. All documents developed by the Contractor under the contract shall become and remain property of DOM, including technical design, user guide, QA records, meeting minutes, etc.
- c. At no time shall any data or processes which either belong to or are intended for the use of DOM or its officers, agents, or employees be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include DOM.

4.7.4 Public Information

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

4.7.5 Right of Inspection

The Division of Medicaid (DOM), Mississippi Office of the State Auditor (OSA), Department of Health and Human Services (DHHS), Centers of Medicare and Medicaid Services (CMS), Office of Inspector General (OIG), General Accountability Office (GAO), 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 as well as Contractor's books and records pertaining to the extent and cost of services furnished to DOM or eligible recipients.

Contractor shall allow DOM to audit conformance including contract terms, system security, and Data Centers as appropriate. DOM may perform this audit or contract with a third party at its discretion at DOM's expense.

The Contractor shall provide access to all facilities and assistance for DOM and OSA representatives. All inspections and evaluations shall be performed in such a manner as to not delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than DOM staff shall be coordinated through DOM and its staff.

4.7.6 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other federal or state personnel. All records, including training records, pertaining to the contract shall 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 six (6) years thereafter, unless an audit is in progress or there is pending litigation. The right to audit shall exist for six (6) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4.8 System Security Requirements

4.8.1 Data Location

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

4.8.2 Data Encryption

The Contractor must encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the Contractor stores non-public data, the data shall be encrypted at rest. The key location and other key management details will be discussed and negotiated by both parties.

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

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

4.8.3 Breach Notification and Recovery

Unauthorized access or disclosure of non-public data is considered to be a security breach. The Contractor will provide notification within 4 hours of the incident and all communication shall be coordinated with DOM. When the Contractor or their sub-contractors are liable for the loss, the Contractor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least three years, mailing costs, website, and toll-free telephone call center services. DOM shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of DOM to hold a Contractor harmless.

4.8.4 Notification of Legal Requests

Contractor shall contact DOM immediately upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of DOM. The Contractor shall not respond to subpoenas, service of process, and other legal requests related to DOM without first notifying DOM unless prohibited by law from providing such notice.

4.8.5 Termination and Suspension of Service

- a) In the event of termination of the contract, the Contractor shall implement an orderly return of DOM data in CSV or XML or another mutually agreeable format. The Contractor shall guarantee the subsequent secure disposal of DOM data.
- b) Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Contractor shall not take any action to intentionally erase any DOM data.
- c) Termination of any services or agreement in entirety: In the event of termination of any services or of the agreement in its entirety, the Contractor shall not take any action to intentionally erase any DOM data for a period of 90 days after the effective date of the termination. After such 90-day period, the Contractor shall have no obligation to maintain or provide any DOM data and shall thereafter, unless legally prohibited, dispose of all DOM data in its systems or otherwise in its possession or under its control. Within this 90-day timeframe, Contractor will continue to secure and back up DOM data covered under the contract.
- d) Post-Termination Assistance: DOM shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the contract.
- e) Secure Data Disposal: When requested by DOM, the provider shall destroy all requested data in all its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to NIST approved methods. Certificates of destruction shall be provided to DOM.

4.8.6 Security Logs and Reports

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

4.8.7 Processes and Procedures

Contractor shall disclose its non-proprietary security processes and technical limitations to DOM so that DOM can determine if and how adequate protection and flexibility can be attained between DOM and the Contractor. For example: virus checking and port scanning. DOM and the Contractor shall work together to understand each other's roles and responsibilities.

4.8.8 Background Checks

Contractor warrants that it will not utilize any staff members, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty. The Contractor shall promote and maintain an awareness of the importance of securing DOM's information among the Contractor's employees and agents.

4.9 Interpretations/Changes/Disputes

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

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

4.10 Conformance with Federal and State Regulations

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

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

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

4.11 Waiver

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

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

4.12 Severability

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

4.13 Change Orders and/or Amendments

The Executive Director of DOM or designated representative may, at any time, by written order deliver to the Contractor at least 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 shall be asserted in writing to DOM within 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 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.

4.14 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.

4.15 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.

4.16 State's Attorney Fees and Expenses

Subject to other terms and conditions of this Agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to DOM all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by DOM in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall DOM or the State be obligated to pay any attorney's fees or costs of legal action to Contractor.

4.17 Indemnification

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

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

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

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors from

all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the Contractor, its agents or employees, including but not limited to any occurrence of omission or commission or negligence of the Contractor, its agents or employees.

If in the reasonable judgment of DOM that 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.

4.17.1 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.

4.17.2 Third Party Action Notification

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

4.18 Status of the Contractor

4.18.1 Independent Contractor

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

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

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

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

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

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

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

4.18.2 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.

4.18.3 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.

4.18.4 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 F).

4.18.5 No Property Rights

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

4.19 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:

4.19.1 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.

4.19.2 Liability

4.19.2.1 Professional Liability Insurance

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

4.19.2.2 General Liability Insurance

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

4.19.3 Cyber Liability

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

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

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

The Contractor must obtain modified coverage(s) as reasonably requested by DOM within ten (10) calendar days of the Contractor's receipt of such request from DOM.

This insurance must have a retroactive date that equals or precedes the effective date of this Contract. The Contractor must maintain such coverage until the later of: (1) a minimum period of three (3) years following termination or completion this Contract, or (2) until the Contractor has returned or destroyed all Confidential Information in its possession, care, custody or control, including any copies maintained for archival or record-keeping processes.

The policy shall comply with the following requirements:

1. The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
2. At minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.
3. The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
4. Contractor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
5. The coverage under the policy shall be primary and not in excess to any other insurance carried by the Contractor.
6. In the event the Contractor fails to keep in effect at all times, the insurance coverage required by this provision, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

4.20 Confidentiality of Information

4.20.1 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. Access to DOM's data shall be limited to the minimum number of individuals within Contractor's organization necessary to achieve the purposes directly connected with administration of the contract.

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

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

4.20.2 Release of Public Information

Offerors should be aware that the redacted version of their qualifications is considered a public record and is subject to release by the Division pursuant to and in accordance with Miss. Code Ann. § 25-61-1, *et seq.* (1972, as amended) and may be used/released for any reason deemed necessary by DOM, including but not limited to, submission to the Public Procurement Review Board (PPRB), posting to the Transparency Mississippi website, produced under the Mississippi Public Records Act, etc. In the event that either party to the executed Contract receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. § 25-61-1, *et seq.* (1972, as amended) regarding Public Access to Public Records and any other applicable state or federal law.

Offerors should be aware that the unredacted version of their bids is considered a public record. If the unredacted version is requested through the Public Records Act, DOM will notify the offeror, and the offeror will have 21 days to seek a protective order, as set out in Mississippi Code §25-61-9. However, if a Public Copy is not provided, as required under the Bid Submission Requirement Section 1.3, the unredacted version will be considered a public document that contains no confidential information of the Offeror.

4.20.3 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.

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

4.20.4 Transparency

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

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

4.21 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.

4.21.1 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.

4.21.2 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.

4.21.3 Privacy/Security Compliance

The Contractor shall execute DOM’s Business Associate Agreement (BAA) and any required Data Use Agreement (DUA) before or concurrent to contract execution. The BAA and DUA can be found on the Procurement Website at <http://www.medicaid.ms.gov/resources/procurement/>. Moreover, all activities under this contract shall be performed in accordance with all applicable federal and/or state laws, rules and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for

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Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009, and their implementing regulations at 45 CFR Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information (PHI), as may be applicable to the services under this Contract. Each party to this contract shall treat all data and information to which it has access under this contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive the termination of the contract for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the contract on behalf of, or under, the rights of the parties following termination.

4.21.4 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.

4.21.5 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), Federal 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.

4.21.6 Lobbying

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

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

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

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

4.21.7 Bribes and Kickbacks Prohibited

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

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

4.21.8 Suspension and Debarment

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

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

4.22 Change of Ownership

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

The Contractor shall 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 shall notify DOM in writing prior to the effective date of the sale. The new owner shall complete a new Contract with DOM and Beneficiaries shall 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 shall be reported to DOM in writing within 60 calendar days of the end of each quarter.

4.23 Authority to Contract

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

proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

4.24 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that DOM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to DOM pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, DOM shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. DOM shall not be liable to the Contractor for disclosure of information required by a court order or required by law.

4.25 Copyrights

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

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

4.26 Ownership of Documents and Workpapers

DOM shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the work that is the subject of this Agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DOM, and in a manner or format specified by DOM, upon termination or completion of the Agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from DOM and subject to any copyright protections.

4.27 Infringement Indemnification

Contractor warrants that the materials and deliverables provided to the customer under this Agreement, and their use by DOM, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for DOM the right to continue using such items. Should Contractor fail to obtain for DOM the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require DOM to discontinue using such items, in which case Contractor will refund to DOM the fees previously paid by DOM for the items DOM may no longer use, and shall compensate DOM for the lost value of the infringing

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part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to DOM to discontinue said use. Provided that DOM promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, DOM against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this Agreement.

4.28 Strict Performance

It is expressly understood and agreed that strict performance of the terms and provisions of this Agreement shall be deemed the essence of this Agreement.

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Attachment A – Bid Cover Sheet IFB #: 20221110

DOM is seeking to establish a contract for Payment Methodology Services. Bids are to be submitted on or before **2:00 pm, CST, Friday, January 6, 2023**.

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

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

File Name: BIDDER’S NAME HERE_Payment Methodology Services

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

Attachment B – Mandatory Letter of Intent

The Bidder must submit this document, via email in PDF format, no later than **2:00 p.m. CST, Friday, November 30, 2022**, to email address: procurement@medicaid.ms.gov. The Bidder bears all risk of delivery and all responsibility for submitting the Letter of Intent timely. Failure to timely submit the Letter of Intent will disqualify the Bidder from participating in this IFB.

Name of Company	
Address	
Primary Contact: Name, title, phone number and email address	
Email to be used for submission of the Bid to SharePoint site	

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

- The Bidder must abide by PPRB rules, the rules stated in the IFB, and any other federal or state rules applying to this procurement.
- The Bidder understands that submitting this Letter of Intent does not obligate it to submit a bid.
- If the Bidder does submit a Bid, the Offeror will follow the format required within the IFB.
- The Bidder understands that the IFB must be submitted via SharePoint no later than 2:00 p.m. CST, January 6, 2023. The Bidder understands that it bears all risks of timely delivery. The Bidder understands that failure to timely submit its Bid will disqualify the Bidder from participating in the solicitation.

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

Name and Title of person submitting Letter of Intent	
Signature	
Date	

Attachment C - Bid Form

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

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

Bid Form	
Payment Methodology Services IFB #20221110	
Bidder:	
Components	Proposed Annual Rate <small>(Provide annual amount for each component)</small>
Annual Inpatient Rate Setting and Payment Method Support	\$
Annual Outpatient Fee Setting and Payment Method Support	\$
Support for Medicaid’s Annual Fee Schedule Updates	\$
Support, Statistical Analysis and Annual/Quarterly Hospital Reports for Mississippi’s Quality Incentive Payment Program (QIPP)	\$
Hour Pool – Not to Exceed 2,000 hours per each year of the contract	\$
Total Annual Amount (for all components above)	\$
TOTAL FOR CONTRACT YEARS 1-3 <small>(Total Annual Amount x 3)</small>	\$
OPTIONAL YEAR 1*	\$
OPTIONAL YEAR 2*	\$
TOTAL CONTRACT VALUE	\$

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

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

Total Implementation Cost <i>Implementation will have a 4-month duration. Implementation cost is requested for informational purposes only and is not included in the total contract cost or considered during the IFB evaluation. All costs associated with implementation will be the responsibility of the vendor. DOM will not be responsible for paying the cost of implementation.</i>	
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CERTIFICATIONS - By signing below, the Company Representative certifies that he/she has authority to bind the company and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB as required by the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment C**;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. That the company has, or will secure, at its own expense, applicable licensed and certified personnel or personnel with requisite credentials who shall be qualified to perform the duties required to be performed under this IFB; and
7. That the company can and will meet all required laws, regulations, and/or procedures related to Payment Methodology Services and represents that it is licensed, certified and possess the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by Company.

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

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

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

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

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

Signature	
Date	
Name and Title	
Company Name	

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

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

What year was your company started?	
Please provide the physical location and mailing address of your company’s home office, principal place of business and place of incorporation.	
Company Structure/organization to include any parent or subsidiary companies. As applicable, please describe the role of any parent and/or subsidiary company in providing the services requested within this IFB.	
Is your company currently for sale or involved in any transaction to expand or become	

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<p>acquired by another business entity during either this solicitation period or the resultant contract? If “yes”, please provide information regarding such a transaction as it relates to your Company’s organization structure (post transaction) and your Company’s ability to continue delivery of services (post transaction) as required herein.</p>	
<p>If your company is not physically located in Mississippi, how will you supply Payment Methodology Services in Mississippi?</p>	
<p>List all licenses, certifications or permits your company possesses that are applicable to performing the services required in this IFB.</p>	

As an attachment to this Bid Form, please provide your organization’s Staffing Plan that identifies all key staff members, as well as others, identified in IFB Sections 2.2.6 and 2.2.7 who will be dedicated to this project. If individuals cannot be readily designated in bidder’s response, bidder may provide resumes of proposed individuals to work on the project with the understanding that a final Staffing Plan with committed project team members shall be provided to DOM for approval prior to contract execution.

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

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

<p>If No Subcontractor, please state “No Subcontractor”</p>	
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Attachment D - Standard File Layouts

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

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Attachment E – References

REFERENCE 1

Client Name	
Dates of Service	
Contact Name and Title	
Address: City/State/Zip	
Telephone Number	
Cell Number	
Email Address	
Type of Work provided to Client	
Alternate Contact Person (optional)	
Telephone Number	
Cell Number	
Email address	

REFERENCE 2

Client Name	
Dates of Service	
Contact Name and Title	
Address: City/State/Zip	
Telephone Number	
Cell Number	
Email Address	
Type of Work provided to Client	
Alternate Contact Person (optional)	
Telephone Number	
Cell Number	
Email address	

REFERENCE 3

Client Name	
Dates of Service	
Contact Name and Title	
Address: City/State/Zip	
Telephone Number	
Cell Number	
Email Address	
Type of Work provided to Client	
Alternate Contact Person (optional)	
Telephone Number	
Cell Number	
Email address	

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

Attachment F - DHHS Certification Drug-Free Workplace

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

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

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

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

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

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

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

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

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

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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).
- h) Complying with all provisions 2 CFR Part 382.

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

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

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

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

Organization:	
Signature:	
Title:	
Date:	

**Attachment G - DHHS Certification Debarment, Suspension, and
Other Responsibility Matters**

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

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

Organization:	
Signature:	
Title:	
Date:	

Attachment H - Reference Survey Score Sheet

** TO BE COMPLETED BY DOM STAFF ONLY**

Name of Bidder:	
Reference Name:	
Person Contacted, Title/Position:	
Date/Time Contacted:	
Contacted by (name) and Title:	
Project Name:	
Service Dates:	
Project Cost:	

Questions	Response (Circle One)	
Satisfied with Contractor’s Corporate experience relevant to the project? If no, please explain.	Yes	No
Satisfied with ability to implement the project within budget and on time? If no, please explain.	Yes	No
Satisfied with ability to obtain contract goals and objections? If no, please explain.	Yes	No
Satisfied with ability to adhere to contract requirements? If no, please explain.	Yes	No
Satisfied with ability to assess project risks and provide solutions? If no, please explain.	Yes	No
Satisfied with the ability to operate the day-to-day functions of the project? If no, please explain.	Yes	No
Was Contractor easy to work with when scheduling meetings/services? If no, please explain.	Yes	No
Satisfied with ability to communicate with your organization’s staff members? If no, please explain.	Yes	No
Would you enter into a contract with this Contractor again? If no, please explain.	Yes	No
Would you recommend this Contractor? If no, please explain.	Yes	No

Each “Yes” is one point; each “No” is zero points. Bidder must have a minimum score of 9 from two references (total of 18 points) to be considered responsible and for its bid to be considered.

SCORE:

Do you have any business, professional or personal interest in the Bidder’s organization? If yes, please explain.	Yes	No
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A “Yes” to the above question may result in automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

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[END OF DOCUMENT]