



OFFICE OF PROCUREMENT

INVITATION FOR BIDS PRE-ADMISSION SCREENING & RESIDENT REVIEW (PASRR) IFB #20250627 RFX #3160007069

Issue Date: Thursday, June 26, 2025

Notice of Intent Deadline: Monday, July 14, 2025, 2:00 p.m. CST

Pre-Bid Conference (optional): Wednesday, July 16, 2025, 2:00 p.m. CST

Question Deadline: Friday, July 18, 2025, 2:00 p.m. CST

Submission Deadline: Monday, August 11, 2025, 2:00 p.m. CST

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DOM WELCOMES PARTICIPATION OF MINORITY BUSINESSES

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1.0 PROCUREMENT OVERVIEW

1.1 Purpose

The Mississippi Division of Medicaid (DOM) issues this Invitation for Bids (IFB) to solicit offers from qualified, experienced, responsible, and financially sound entities to conduct the functions of the Pre-Admission Screening and Resident Reviews (PASRR) in collaboration with the Mississippi Department of Mental Health (DMH).

Any IFB provisions and/or requirements designated as “Minimum Qualifications” are **mandatory** and must be met. Failure to meet these minimum qualifications may result in the bid being rejected and disqualified from consideration. The Bidder is disallowed from taking exceptions to these “Minimum Qualifications.” Any exceptions and/or deviations to or from these “Minimum Qualifications” may also be cause for rejection.

Bidders will be directed to DOM’s website throughout this procurement. Please note that all historic data, if any, referenced in this IFB may be found on DOM’s website:

<https://medicaid.ms.gov/resources/procurement/>

It is understood that this contract requires approval by the Public Procurement Review Board (PPRB). If this contract is not approved, it is void, and no payment shall be made hereunder.

1.2 Authority

Medicaid Program

This IFB is issued under the authority of Title XIX of the Social Security Act, as amended, implementing regulations issued under the authority thereof, and under the provisions of the Mississippi Code of 1972, as amended. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities in this IFB. The submission of a valid, executed bid by any prospective Contractor shall constitute admission of such knowledge on the part of each prospective Contractor. Any bid submitted by a prospective Contractor which fails to meet any published requirement of the cited authorities may, at the discretion 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.

In addition, Section 1902(a)(30)(A) of the Social Security Act (42 U.S.C §§ 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.”

Pre-Admission Screening and Resident Review (PASRR)

PASRR is a federal requirement within the Medicaid program created as part of the Federal Omnibus Reconciliation Act of 1987 (OBRA) which establishes federal statutes for pre-admission screenings and resident reviews prior to admission to ensure that individuals are not inappropriately placed in nursing facilities.

PASRR described in 42 CFR §§ 483.100-483.138 is a federally mandated process to screen and evaluate all applicants to Medicaid-Certified Nursing Facilities, regardless of their payer source, to determine:

- A major mental disorder;
- Intellectual Disability or related condition; or
- Combination of major mental disorder and intellectual disability or related condition.

A preliminary screening known as Level I screening is required for all persons who apply to or reside in Medicaid certified nursing facilities regardless of payment source or known diagnoses. 42 CFR Part 483, Subpart C requires additional screening (Level II) of all individuals identified in the Level I screening as having mental illness (MI) or intellectual disability/developmental disability or related condition (ID/DD/RC) (or herein collectively as MI/ID/DD/RC) to determine the need for specialized or rehabilitative services and the appropriateness of nursing facility placement.

Level II evaluations are required when the Level I screen conducted is positive. The contractor will conduct Level II evaluations and determine whether the individual meets the level of care (LOC) criteria for placement, identify appropriate specialized services, and rehabilitative services that will be needed if the individual is placed in a facility, and what supports would be needed if or when the individual may transition to a lower level of care.

1.3 Specifications

The determination for rehabilitative and specialized services will be conducted under delegated authority from DMH. DOM is seeking a qualified Contractor to provide administration of its PASRR program that meets all requirements of 42 CFR Part 483, Subpart C.

A Level I screening is required for all persons who apply to or reside in Medicaid-certified nursing facilities regardless of the source of payment for the nursing facility service and regardless of the individual's known diagnoses. 42 CFR Part 483, Subpart C requires additional screening (Level II) of all individuals identified in the Level I screening as having mental illness (MI) or intellectual disability/developmental disability or related condition (ID/DD/RC) (or herein collectively as MI/ID/DD/RC) to determine the need for specialized or rehabilitative services and the appropriateness of nursing facility placement.

Pre-Admission Screening & Resident Review (PASRR)
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DATA FOR STATE FISCAL YEAR (SFY) 2023 AND 2024			
SFY 2023		SFY 2024	
203	Medicaid Certified Nursing Facilities	202	Medicaid Certified Nursing Facilities
414	Level II Screens Completed	323	Level II Screens Completed
4,968	Clinical Reviews of Level I Screens Completed	4,545	Clinical Reviews of Level I Screens Completed
3,855	Pre-Admissions	3,295	Pre-Admissions
1,113	Status Changes	1,250	Status Changes

A full description of the current administrative code Title 23: Medicaid, Part 207 - Pre-Admission Screening and Resident Review (PASRR) may be found at:

<http://www.medicaid.ms.gov/providers/administrative-code>

Other program information can be found at:

<https://medicaid.ms.gov/programs>

1.4 Request for Reconsideration of the Terms of the Solicitation

Any potential bidders are advised that they may request reconsideration of this solicitation. Specific guidelines and procedures for such requests can be found in Section 5.2.4 of the *PPRB OPSCR Rules and Regulations*.

1.5 Procurement Timetable

The following timetable is the estimated and anticipated timetable for the IFB and Procurement process. DOM reserves the right to amend the Procurement Timetable.

Table 1 PROCUREMENT TIMETABLE		
Date	Time	Process
6/26/2025		Release of Invitation for Bid (IFB)
7/14/2025	2:00 p.m.	Deadline for Letter of Intent
7/16/2025	2:00 p.m.	Pre-Bid Conference on Submission Requirements (optional)
7/18/2025	2:00 p.m.	Deadline for Written Questions
7/28/2025	5:00 p.m.	Anticipated Date of Response to Questions Posted
8/11/2025	2:00 p.m.	Bid Deadline
8/15/2025		Anticipated Date of Notice of Intent to Award
10/01/2025		Public Procurement Review Board Meeting (Proposed)
10/02/2025		Implementation Phase
1/01/2026		Operational Phase

1.6 Pre-Submission Requirements

1.6.1 Mandatory Letter of Intent

To be eligible to submit a Bid, the Bidder is required to submit **Attachment L: Mandatory Letter of Intent** via email to: procurement@medicaid.ms.gov

The Mandatory Letter of Intent is due by **Monday, July 14, 2025, by 2:00 p.m. CST**. The Mandatory Letter of Intent must be signed by an individual authorized to commit the Bidder to the work proposed.

Failure to submit the Mandatory Letter of Intent by the deadline listed above will disqualify a submitted bid from consideration. It is the responsibility of the Bidder to ensure that the Mandatory Letter of Intent is delivered timely, and the Bidder bears all risks of delivery. Submission of the Mandatory Letter of Intent does not bind a prospective Bidder to submit a bid.

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 two (2) individuals' email addresses for the person(s) responsible for uploading the bid to the SharePoint site. A field is included on the Mandatory Letter of Intent for that purpose. Please ensure all email addresses are typed or printed clearly for guaranteed legibility. **Shared email addresses are not eligible; they must be individual email accounts.**

1.6.2 Pre-Bid Conference

A pre-bid conference will be held on **Wednesday, July 16, 2025, at 2:00 p.m. CST**, via a Microsoft Teams link that will be distributed to potential bidders that submit a Mandatory Letter of Intent. Please note that attendance is not mandatory. **A record of all bidders who attended the conference is required to be made.**

Any questions should be provided in accordance with **Section 1.6.3**. The questions and answers document will be made available to the bidders that submitted a Mandatory Letter of Intent by the anticipated deadline as noted in **Table 1** above and will be posted on the Mississippi procurement portal and on the Division's Procurement website <https://medicaid.ms.gov/resources/procurement/>. Nothing stated at the pre-bid conference shall change the IFB unless stated in a written amendment.

1.6.3 IFB Questions and Answers

Multiple questions may be submitted no later than **Friday, July 18, 2025, by 2:00 p.m. CST**, 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 email to:

procurement@medicaid.ms.gov

with the subject line: **PASRR – Questions.**

The Bidder bears all risks and responsibility for ensuring timely delivery. Questions received after the deadline and Questions submitted by Bidders who do not submit a timely Mandatory Letter of Intent will not be addressed by the Division.

DOM anticipates that written answers will be available no later than **Monday, July 28, 2025, by 5:00 p.m. CST**, 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

DOM will create a register of all questions, exactly as submitted, along with the corresponding answers. The register of all questions and answers shall be issued as an Amendment to the IFB. DOM's responses to questions will be treated as amendments to the IFB and will require acknowledgment.

The written answers provided for the questions are binding. Questions and answers shall become part of the final contract as an attachment.

1.6.4 Acknowledgement of Amendments

Should an amendment to the IFB be issued, an amendment will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and DOM's website in a manner that all bidders will be able to view.

Bidders shall acknowledge receipt of any amendment to the IFB, in writing, by signing and returning the amendment (by the due date notated on the amendment) **AND** including in the bid submission (**Attachment H**) in the format as described at IFB **Section 1.7, Bid Submission Format**. This includes receipt of the Question-and-Answer Document. Each bidder shall submit a written acknowledgement of every amendment to DOM with the bid submission on or before the bid submission deadline.

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1.7 Bid Submission Format

All bids must be submitted as a single, searchable Adobe Acrobat PDF file. The PDF should be in the following format:

Table 2				
Bid Submission Format				
	Reference	Description	Completed	Signed
1	Attachment A	Bid Cover Sheet	X	X
2	Attachment B	Bid Form	X	X
3	Attachment B	Addendum 1 - Minimum Qualifications	X	
4	Attachment B	Addendum 2 - Capability to Provide Services	X	
5	Attachment B	Addendum 3 - Additional Support Documentation (not required)	X	
6	Attachment C	Disclosure of Subcontractor Information	X	
7	Attachment D	DHHS Certification Drug-Free Workplace	X	X
8	Attachment E	Certification Debarment, Suspension, and Other Responsibility Matters	X	X
9	Attachment F	Proprietary Information	X	X
10	Attachment G	References	X	
11	Attachment H	Amendment Acknowledgements	X	X
12	Attachment I	Financial Statements	X	
13	Attachment J	Business Associate Agreement	X	X
14	Attachment K	Bid Response Checklist	X	X

1.7.1 Bid Submission Format Instructions

A cover page is required for each Attachment subsection. The cover page for each subsection of the Bid must include the **IFB# 202506270**, the Attachment title, and the name of the Bidder. All information must be presented in the same order and format as described above. The one combined searchable PDF file should be uploaded in **SharePoint** with the file name:

IFB #20250627, BIDDER'S NAME, PASRR

Headers should be aligned with the right-hand margin of the page. Each page of the bid and all attachments shall be numbered and appear in the footer of each page, centered. Except for third party printed materials that cannot be edited. Example: Financial Statements prepared by independent auditors.

Minimum Qualifications

For the Minimum Qualifications attachment subsection, the head of each page should indicate the corresponding element to which the page is responsive. For instance, if the page is part of the Bidder's response to Section 1.12.2 – Minimum Qualifications, Bidder Experience Requirement, the header on that page should read as follows:

**Attachment B: Addendum 1: Minimum Qualifications, 1.12.2(1)
Bidder Experience Requirement**

Capability to Provide Services

For the Capability to Provide Services attachment subsection, the head of each page should indicate the corresponding element to which the page is responsive. For instance, if the page is part of the Bidder's response to Section 1.12.3 – Capability to Provide Services, Bidder's Experience and Capabilities, the header on that page should read as follows:

**Attachment B: Addendum 2: Capability to Provide Services, 1.12.3(1)
Bidder's Experience and Capabilities**

For the Additional Supporting Documentation attachment subsection, use the same header format as above; however, include on the second line the title of document provided. For all other attachments (such as Attachment A, Bid Cover Sheet), include the required documents behind the appropriate cover page for that attachment.

At the end of each response to an element by the Bidder, the Bidder should type "[END OF RESPONSE]" and leave the remainder of the page blank, beginning the response to the next element on the next page. For instance, at the end of the Bidder's response to 1.12.2, Addendum 1: Minimum Qualifications, Bidder Experience Requirement, the Bidder should type "[END OF RESPONSE]" at the end of that page, then begin its answer for 1.12.2(2), Addendum 1: Minimum Qualifications, Bidder's Licenses / Certifications, on the next page.

Failure to submit a bid on the bid form provided may be considered just cause for rejection. Modifications or additions to any portion of the procurement document may be cause for rejection. 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-responsive that do not affect quality, quantity, price, or delivery of the service.

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

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

1.8 Bid Submission Requirements

Bid submissions, including all files, must be received by DOM by **Monday, August 11, 2025, by 2:00 p.m. CST**. Bids shall be submitted electronically through a **SharePoint site ONLY**,

maintained by DOM. It is the responsibility of the Bidder to ensure timely submission of its bid. Access will be given to the Bidder for up to two individuals email addresses, which must be included in the Bidder's Mandatory Letter of Intent (**Attachment L.**) **Shared email addresses are not accepted.**

Bidders will only have access to their company's specific folder within SharePoint. To test the upload process, bidders can upload clearly labeled test documents (e.g., "TEST DOCUMENT"). These test documents will not be included in the evaluation and should not be removed from the SharePoint portal. All other submitted documents must be labeled as outlined in this IFB. Bid submissions should include all documents for consideration. **Bid submissions with web links for redirection to external websites or documents will not be accepted and may result in the rejection of the bid.**

For questions regarding the SharePoint portal submission process, please email:

Sally Harrison: sally.harrison@medicaid.ms.gov
DOM Procurement Team: procurement@medicaid.ms.gov

To prevent last-minute registration/submission issues, assistance must be requested at least two (2) business days prior to the IFB due date. To avoid late submissions, please allow ample time for uploading files to SharePoint.

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.

After the deadline for bid submission, Bidder's access to the SharePoint site 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. CST** submission time. Any attempts to submit a Bid or any modifications thereof after the deadline will be considered late and may not be considered for award.

It is Bidder's responsibility to check DOM's website periodically for notices or addendums before proposal opening at: <https://medicaid.ms.gov/resources/procurement/>

As a mandatory component of your bid submission, all Bidders must include a fully executed Business Associate Agreement (BAA) with their Bid. This requirement is necessary to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including the Privacy, Security, and Breach Notification Rules (collectively referred to as the "HIPAA Rules"). An executed BAA is a requirement for bid submission, but the BAA will not be enforced upon any Bidder unless a valid contract resulting from this IFB is fully executed with DOM.

Failure to submit a fully executed Business Associate Agreement with response may render Bidder's proposal non-responsive.

1.8.1 Confidential/Redacted Version of Bid

If the Bid contains information that the bidder deems confidential commercial and financial information and/or trade secrets, excluded from the scope of the Mississippi Public Records Act under Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1, the bidder shall submit, in addition to the complete unredacted version of the bid, one (1) copy of the bid redacted in black. The redacted copy of the bid shall be in a single document and shall be clearly labeled “PUBLIC COPY” on the cover page. This file should be in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

Each page upon which confidential information appears shall be clearly marked as containing confidential information and the confidential information shall be redacted. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed and redactions shall be limited to only the information which meets the requirements of Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 to be considered exempt from the Mississippi Public Records Act. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid as confidential.

The Public Copy (redacted version) of the bid, or if a Bidder does not produce a redacted version of the bid (full unredacted version) will be produced as a public record exactly as submitted and immediately released, without notification, at DOM’s sole discretion 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 or for any other reason. DOM may use public/redacted copies for various purposes, such as posting on DOM’s website and promoting transparency by publicly posting on the Transparency Mississippi website. **Bidder shall be responsible for errors made in redaction of documents.**

Bidders may be subject to exclusion from future contract awards pursuant to Section 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, effective September 6, 2024 (PPRB Rules or PPRB OPSCR Rules and Regulations)*, if the Agency or PPRB determines that redactions made by the bidder were made in bad faith in order to prohibit public access to the portions of the bid which are not subject to Mississippi Code Annotated §§25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1.

1.9 Expenses Incurred in Preparing Bid

All parties participating in the procurement process/preparation of bid with regard to this IFB shall bear their own costs of participation, pursuant to Section 1.4.4, *PPRB OPSCR Rules and Regulations*.

1.10 Type of Contract

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.

1.11 Written Bids

All bids shall be in writing.

1.12 Minimum Qualifications Criteria

1.12.1 Bid Form (Attachment B)

Bidder shall certify to each requirement as specified in "**Attachment B – Bid Form**", by signing and acknowledging the statements in the bid form.

All pricing shall be submitted on **Attachment B - Bid Form**, which includes bid certifications and attestations. Cost included elsewhere in the Bidder's submission will not be considered as a cost for the contract and will not be paid.

The narrative and supporting documentation required in **1.12.2 Minimum Qualifications** and **1.12.3 Capability to Provide Services** must be included with the Bid Form submission to be considered complete.

Failure to complete and/or sign the bid form may result in the Bidder being determined to be non-responsive.

1.12.2 Minimum Qualifications (Attachment B: Addendum 1)

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

1. Bidder Experience Requirement:

- a. The Bidder shall have a minimum of five (5) years' experience performing PASRR activities under 42 CFR Part 483, Subpart C with the behavioral health population and intellectually disabled population in a nursing home setting.
- b. The Bidder shall have experience providing PASRR services as described in this IFB for at least three (3) governmental agencies within the past five (5) years.
- c. The Bidder shall be licensed to do business in the State of Mississippi or provide a commitment that it shall become licensed in Mississippi within 30

calendar days of being selected as the apparent Successful Bidder. [Provide a screenshot verifying your registration or a certification that you will be within 30 days of being selected as the intended awardee].

- d. Privacy/Security Compliance: The Bidder shall execute the DOM Business Associate Agreement (BAA), included as Attachment J and shall submit as part of the bid submission. The terms and conditions of the BAA are non-negotiable. The provided template in Attachment J must be used. Failure to submit the signed BAA may render your proposal non-responsive. The BAA will not be enforced upon any Bidder unless a valid contract resulting from this IFB is fully executed with DOM.

2. **References:**

The Bidder shall provide reference contacts from at least three (3) business clients from the projects list required in **(1b)** above in **Attachment G, References**. Bidder may submit as many reference contacts as desired by submitting additional copies of Attachment G. Reference contacts shall be contacted randomly until two (2) references identified as meeting the **(1b)** 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 (2) references are available for interview. DOM staff shall be able to contact two references within three (3) business days of bid opening, or the Bidder may be rejected.

- a. 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.
- b. If sub-contractors are proposed, at least three (3) business clients for the sub-contractor must be provided as detailed above, in addition to the contractor supplying three (3) references. Additionally, two references from the subcontractors will be contacts as well and reference score sheets completed. If subcontractors are used, a total of four (4) references will need to be available for interview (two for bidder and two for subcontractor).
- c. Bidder must score a minimum of nine (9) points on each Reference Survey Score Sheet (Appendix 1), 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. If subcontractors will be used, an additional 18 points will be required for references from the subcontractor, for a Total reference score of 36 points.

3. **Financial Stability or Solvency:**

To demonstrate Bidder's financial stability and solvency, each Bidder shall submit copies of the most recent years independently audited financial statements as well

as financial statements for the preceding two (2) years if they exist [This is a total of three (3) audited financial statement years]. The submission must include the auditor's opinion, the balance sheet, and statements of income, statements of owner's equity, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Bidder must state the reason and, instead submit sufficient information to enable DOM to assess the financial stability or solvency of the Bidder, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this IFB. Follow Bid Submission Format for financial statements at **Section 1.7**.

Bidders must fully respond to each requirement by fully describing the manner and degree by which the bid meets or exceeds these qualifications or completing the required attestation. If a Bidder is unable to meet or exceed these qualifications or otherwise comply with minimum qualification requirements, then the Bidder may be disqualified.

1.12.3 Capability to Provide Services (Attachment B: Addendum 2)

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 B entitled, "Attachment B: Addendum 2: Capability to Provide Services."

1. Bidder Experience and Capabilities:

Provide a narrative, detailed description, stating in detail the Bidder's experience with Pre-Admission Screening & Resident Reviewing, including:

- a. Years in business: How long has the bidder been operating in the industry?
- b. Subcontractor(s): Will the bidder use subcontractors to perform any aspects of the service and which services?
- c. Services where the Prime Contractor provided services of similar size, scope, and complexity to behavioral health population and intellectually disabled population in a nursing home setting. Please describe scope of the services, population, and duration of services.

1.13 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.

1.14 Procurement Regulations

This solicitation shall be governed by the applicable provisions of the *Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

1.15 Property Rights

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder simply by virtue of submitting a bid. DOM is under no obligation to award a contract and may terminate a legally executed contract at any time.

1.16 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 the 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 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/mmrs-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 found at:

<https://www.sos.ms.gov/communications-publications/mississippi-law>

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2.0 PROJECT OVERVIEW

DOM intends to award a single contract for the services outlined in this solicitation. However, DOM reserves the right to reject any and all responses at any stage of the evaluation, award, or negotiation process. The contract term will include an implementation period of approximately three (3) months, followed by an operational contract period of two (2) years and nine (9) months, with a renewal option for two (2) additional one-year renewals, as approved by DOM and based on PPRB approval.

2.1 Scope of Services

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

Contractor shall conduct Level I and II screening assessments for individuals referred by DOM, in accordance with 42 CFR §§ 483.100–483.138, applicable Mississippi statutes and rules, and DOM policies. The contractor must adhere to the final federal regulations for the PASRR program. The contractor must also agree to modify all instruments, processes, and reports to conform to the most current Federal and State regulations, laws, and guidelines from CMS.

2.1.1	Clinical Review of Level I Screenings	
	2.1.1.1	The Contractor shall review all Level I screenings, as defined by DOM, in the state's electronic Long Term Services and Supports (eLTSS) Case Management System to determine if there is an indication or suspicion of mental illness (MI) and/or intellectual disability (ID)/developmental disability (DD) and the appropriateness of nursing facility (NF) placement and maintain all comprehensive evaluation documentation and summaries for five (5) years from the date of evaluation.
	2.1.1.2	The Contractor shall determine if any approved reason applies which would negate the need for Level II PASRR screening, as outlined in applicable federal and state regulations.
	2.1.1.3	Clinical reviews of Level I Screenings shall be conducted by qualified clinical staff who must meet all requirements set forth by federal law, CMS, and state law for scope of practice.
2.1.2	Advanced Group Categorical Determinations	
	2.1.2.1	The Contractor shall determine if conditions are present for an Advance Group Categorical Determination. Some MI, ID/DD or RC individuals are

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		unlikely to need or benefit from specialized services. These individuals may be recommended for nursing facility admission without being referred for Level II screening provided they meet criteria as outlined in federal and state regulations following a clinical review of the Level I screen by the Contractor.
	2.1.2.2	If the screening clinician, who meets criteria as defined by DOM, believes that the individual would benefit from specialized services despite the presence of any of the above conditions, the screening clinician should refer the individuals for a Level II Screening.
	2.1.2.3	Findings for Advanced Group Categorical Determinations must be documented in a brief written evaluative report by the screening clinician.

2.1.3	Level II Screening	
	2.1.3.1	The Contractor shall conduct initial face-to-face Level II Screenings within two (2) business days of receiving the request for all individuals referred by the Level I and not determined to be exempt through the clinical review process.
	2.1.3.2	The Level II Screening will confirm or deny the appropriateness for nursing facility placement and identify the need for any recommended special services.
	2.1.3.3	The Level II Screening shall be completed prior to nursing facility admission, except in extremely rare situations, as outlined in federal and state regulations.
	2.1.3.4	Level II Screenings shall be conducted by a team of qualified staff, which must include registered nurses licensed in the State of Mississippi and/or qualified mental health/intellectual disabilities professionals (QMHPs/QIDPs).
	2.1.3.5	Clinical staff must meet all requirements set forth by federal law, CMS, and state law for scope of practice and maintain all comprehensive evaluation documentation and summaries for five (5) years from the date of evaluation.
	2.1.3.6	The Contractor shall forward to the Appropriateness Review Committee (ARC) at the DMH, Level II findings and recommendations for individuals with mental illness and/or intellectual disability for determining the need for specialized or rehabilitative services at completion.
	2.1.3.7	The Contractor shall conduct Level II Screenings when there is a significant change in the physical, mental, or emotional condition of a nursing facility resident that indicates the presence of, or change in, mental illness and/or intellectual disability/developmental disability that requires evaluation of

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	placement and/or service. The purpose of the evaluation is to assess whether the resident is still appropriate for nursing facility care and if changes in condition require adjustments to specialized services.
2.1.3.8	The Contractor shall assess each individual's needs for mental health rehabilitative services and/or specialized services for mental illness and/or intellectual disability/developmental disability.
2.1.3.9	When additional services are needed, the Contractor shall recommend the specific services needed in the Level II Screening Summary.
2.1.3.10	If it is determined that mental health rehabilitative services are required, the nursing facility is responsible for ensuring specific services are provided.
2.1.3.11	Contractor is responsible for performing quality reviews and follow-ups to ensure that the appropriate services are being provided.
2.1.3.12	The Clinical Review of Level I screenings and the completion of Level II Screenings shall involve the individual being evaluated, the individual's legal and/or designated representative; and the individual's family (if they are available and the individual's legal and/or designated representative agrees to family participation).
2.1.3.13	Interdisciplinary coordination shall occur and be documented by the Contractor when more than one (1) evaluator performs any portion of the Level II Screening.
2.1.3.14	The gathering of information necessary for determining whether it is appropriate for the individual with MI and/or ID/DD or RC to be placed in a nursing facility or in another appropriate setting should occur throughout all applicable portions of the Level II screening. This information is released to the MS Department of Mental Health to determine what services an individual may need. The information is then entered into the state's eLTSS Case Management System and made available for the nursing home facility to access.
2.1.3.15	The Contractor shall consider all information and make recommendations based upon a comprehensive analysis of all data concerning the individual.
2.1.3.16	The Contractor shall use data obtained prior to initiation of Level II process, if it is considered valid and accurate and reflects the current functional status of the individual.
2.1.3.17	The Contractor shall be responsible for ensuring that existing data is current and accurate by gathering additional information needed to assess proper placement and treatment.
2.1.3.18	Information shall only be obtained or released by the Contractor with properly executed consent.

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2.1.3.19	Providers requesting preadmission review complete an assessment in DOM's system. This information is then accessible to be reviewed by the Contractor.
2.1.3.20	The contractor shall develop and maintain a secure web service portal to be utilized for internal work related to the intake and processing of Level I referrals requiring evaluation for potential Level II activity. If requested by the contractor, integration can be implemented to support secure data transfer to/from the Medicaid electronic Long-Term Services and Support (eLTSS) system where all Level I activity originates, and all Level II outcomes must be maintained.
2.1.3.21	The Contractor shall either design and develop a Web-based system or customize its existing Web-based product and implement it solely within the framework of a Web browser and based on guidance and input by DOM during Implementation Phase.
2.1.3.22	The Contractor shall operate and maintain all components for the Web-based system, including hosting servers and services.
2.1.3.23	The Contractor's Web-based system shall include the ability for both Contractor and up to five (5) DOM users to access the Web-based system via a secured logon, using a logon mechanism to provide users appropriate access to data for contract oversight.
2.1.3.24	DOM currently supports Federated Identity via Azure Active Directory across the Enterprise to allow secure end-to-end authentication for all agency digital workloads.
2.1.3.25	Both internal and external access for DOM and 3 rd party contractor must adhere to the Federated Identity standards to facilitate secure single sign-on (SSO) and Multi-Factor Authentication (MFA).
2.1.3.26	Additionally, DOM supports Federated Identity standards to ensure a reliable end-user experience through eliminating common trouble areas and administrative overhead such as the need for managing separate sign-in credentials per workload, simplified end-user account provisioning, and password management.
2.1.3.27	Any solution being proposed should adhere to DOM's standards for SSO and MFA rather than issuing separate credentials for DOM user access.
2.1.3.28	The Contractor shall establish a protocol to assign user secure logons and passwords, in accordance with DOM's SSO and MFA standards, upon receipt of necessary documentation, to verify that the user is authorized to view the information provided by the requested access.
2.1.3.29	In addition to these technical requirements, Contractor's secure web portal system must have the following capabilities:

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		2.1.3.29.1	Chronicles all key workflow dates and times;
		2.1.3.29.2	Routes cases through workflow stages;
		2.1.3.29.3	Calculates intervals between workflow stages by individuals and in aggregate;
		2.1.3.29.4	Monitors and evaluates processes and permits continual process improvement;
		2.1.3.29.5	Logs all received and completed dates for vendor Level I and DMH Level II activity;
		2.1.3.29.6	Record all Level I and Level II outcome decisions;
		2.1.3.29.7	Securely transfers all Level I and Level II outcome decisions to the Medicaid eLTSS Case Management system, if the vendor chooses integration instead of manual updates;
		2.1.3.29.8	Validate nursing facilities' locations;
		2.1.3.29.9	Tracks DMH Level II specialized service recommendations;
		2.1.3.29.10	Provides upload capability from providers of specialized service follow-up, capturing all outcomes of the follow-up review as evidence that specialized services are being provided;
		2.1.3.29.11	Allow state officers to pull routine reports on-demand, to monitor all aspects of the PASRR project including but not limited to volumes and turnarounds; and
		2.1.3.29.12	Allows reporting as needed by DOM for oversight and planning.

2.1.4	Monitoring and Follow-Up Activities	
	2.1.4.1	The Contractor shall engage in other review activities, as needed, to insure the recommended specialized services are being provided. These activities may include claims review, interviews with facility staff and family members, and review of resident records maintained by the nursing facility.

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2.1.5	Due Process and Right to an Appeal	
	2.1.5.1	The Contractor shall be responsible for notifying the individual, his or her legal representative and/or designated representative in writing of all recommendations made concerning the individual, including if the individual is suspected of having mental illness and/or intellectual disability/developmental disability, or related condition, as the result of Level II Screening.
	2.1.5.2	The clinical review of Level I and II Screening, and all notices shall be adapted to the cultural background, language, ethnic origin, and means of communication used by the individual being evaluated.
	2.1.5.3	Level II Evaluation findings shall be interpreted and explained to the individual and legal and/or designated representative.
	2.1.5.4	All documentation concerning the PASRR will be maintained by the Contractor in accordance with applicable federal and state law.
	2.1.5.5	All PASRR recommendations shall be recorded in the individual's record at the nursing facility to which they are admitted and maintained in accordance with applicable federal and state law.
	2.1.5.6	If a recipient or his/her legal and/or designated representative does not agree with the PASRR recommendation made by the Contractor, the individual has a right to request reconsideration.
	2.1.5.7	The Contractor shall conduct reconsiderations in accordance with federal regulations.
	2.1.5.8	All reconsideration reviews shall examine all relevant evidence in the record regarding services requested, and any new documentation obtained.
	2.1.5.9	The Contractor shall make a recommendation to DMH upholding, modifying, or reversing its original recommendation taking into consideration any additional and/or new information that may be presented during the reconsideration process.
	2.1.5.10	If the DMH determination results in an adverse action to recipient, with which recipient disagrees, he/she may appeal to DOM pursuant to 42 CFR §§ 483.204.
	2.1.5.11	Should a recipient appeal to DOM, testimony may be required by Contractor's clinician who is familiar with and able to testify to the specifics of the Contractor's determination at the appeal hearing.

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2.1.6	Contractor Responsibilities	
	2.1.6.1	The Contractor shall complete the Level II process - including the referral, evaluation, and submission of findings within seven (7) business days of receipt of a Level I screen or a significant change form.
	2.1.6.2	The Contractor shall submit all required reviews and reports to DOM as specified in this IFB Section 2.1.10.
	2.1.6.3	Contractor shall submit ad hoc reports to DOM within three (3) business days following a request.

2.1.7	Location of Work	
	2.1.7.1	All Level II reviews must be provided at the client's location during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency.
	2.1.7.2	The contractor shall give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.
	2.1.7.3	Because it is necessary for the Contractor during the implementation phase to work very closely with the DOM team, office space and network connectivity for onsite Contractor staff members will be provided by DOM at the Central Office in Jackson, Mississippi.
	2.1.7.4	With the prior permission of DOM, certain implementation work, with the exception of testing and training, can be performed at the Contractor's site, if it can be demonstrated that the offsite work provides a savings to DOM, and the work done offsite does not interfere with or slow the progress of the project, or reduce the quality of the work product(s).
	2.1.7.5	Office accommodations include, but are not limited to, sufficient workspace, meeting room space, and printer access and resources, as well as limited access to the DOM network.
	2.1.7.6	If it is determined additional resources are necessary to complete their assigned work, these resources must be approved by the DOM before they can be used.
	2.1.7.7	The Contractor is required to provide computers (desktops, laptops, iPads, etc.) for their staff.
	2.1.7.8	DOM will provide one telephone set and access to DOM's phone system.

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	2.1.7.9	This agreement does not include long-distance service. If long distance services are needed, the Contractor shall use their own cellular devices or make other arrangements.
	2.1.7.10	The Contractor shall be required to establish secure connectivity and file transfers between the Contractor and DOM.
	2.1.7.11	Prior to connecting any computer equipment to the State's network or being granted access to any protected health information (PHI) or personally identifiable information (PII), the selected Contractor shall obtain written approval from DOM's Chief Systems Information Officer.
	2.1.7.12	Approval may be given once connectivity requirements have been presented and the selected Contractor demonstrates compliance with the State's policies and requirements, including compliance with the State's Enterprise Security policy.

2.1.8	Staffing		
	2.1.8.1	The Contractor must have sufficient physical, technological, and financial resources to perform work that meets the requirements of this Contract.	
	2.1.8.2	The Contractor shall provide sufficient clinical, administrative and organizational staff to implement the provisions and requirements of the Contract and for fulfillment of the Contractual obligations.	
	2.1.8.3	The Contractor shall maintain key personnel to perform the required tasks within performance standards as listed below.	
	2.1.8.4	At a minimum, the Contractor must employ the following key personnel by sixty (60) days prior to operation start date:	
		2.1.8.4.1	Project Manager wholly dedicated to this Contract;
		2.1.8.4.1.1	The Contractor shall employ a full-time wholly dedicated Project Manager who shall have day-to-day authority to manage the PASRR program and is responsible for overseeing the implementation of the Contract requirements.
		2.1.8.4.1.2	The Project Manager must possess knowledge of Medicaid programs with relevant experience navigating similar complex projects with minimum experience of seven (7) years managing and/or working with Medicaid, government health plans, or PASRR programs is required.

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			2.1.8.4.1.3	The Project Manager shall be available to DOM during regular business hours of DOM operation.
			2.1.8.4.1.4	Regular business hours are Monday-Friday between the hours of 8:00 a.m. and 5:00 p.m. CST.
			2.1.8.4.1.5	The Contractor shall not hire a new Project Manager without prior approval from DOM.
		2.1.8.4.2	Assistant Project Manager;	
			2.1.8.4.2.1	The Contractor shall employ an Assistant Project Manager to assist in overseeing all functions related to the PASRR program, with minimum experience of five (5) years managing and/or working with Medicaid, government health plans, or PASRR programs is required.
			2.1.8.4.2.2	The Contractor shall not hire a new Assistant Project Manager without prior approval from DOM.
		2.1.8.4.3	Medical Director;	
			2.1.8.4.3.1	The Contractor shall employ a full-time, Mississippi licensed physician to serve as the Medical Director, responsible for all clinical oversight of the PASRR program.
			2.1.8.4.3.2	The Medical Director shall be available for consultations on referrals, complaints, grievances, and appeals and participate in the development and implementation of corrective action plans.
			2.1.8.4.3.3	The full-time physician shall not be an active Medicaid provider.
		2.1.8.4.4	Education Manager;	
			2.1.8.4.4.1	The Contractor shall employ a full-time Education Manager, with a minimum experience of three (3) years managing and/or working with Medicaid, government health plans, or PASRR programs is required.
		2.1.8.4.5	Information Systems Manager; and	
			2.1.8.4.5.1	The Contractor shall employ an Information Systems Manager, with a minimum experience of

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			five (5) years overseeing information technology and systems operations, including submission of accurate and timely data is required.
	2.1.8.4.6	Quality Coordinator.	
		2.1.8.4.6.1	The Contractor shall employ a Quality Coordinator to ensure continued compliance with PASRR federal requirements and ongoing quality of reviews within the Mississippi PASRR program, with minimum experience of three (3) years managing and/or working with Medicaid, government health plans or PASRR programs is required.
2.1.8.5	The Contractor will submit resumes of staff hired under the terms of this contract for DOM review prior to the start of work.		
2.1.8.6	The Department reserves the right to approve or disapprove any of the Contractor's proposed staffing.		
2.1.8.7	Other key staff persons as assigned by the Contractor must meet all requirements set forth by federal law, the Centers for Medicare and Medicaid Services (CMS), and state law for scope of practice.		
2.1.8.8	All duties must be clearly defined in the staffing plan, and responsibilities must be directly related to program operations.		
2.1.8.9	The Contractor shall notify DOM in writing of any key staff resignations, dismissals, or personnel changes within two (2) business days of the occurrence.		
2.1.8.10	Should any key position become vacant, the Contractor must notify DOM immediately and provide information on the plan for hiring a replacement within ten (10) business days.		
2.1.8.11	DOM shall have the right to participate in the selection process and approve or disapprove the hiring of any key staff positions.		
2.1.8.12	DOM reserves the right to approve or disapprove Contractor'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.		
2.1.8.13	The Contractor must demonstrate the ability to secure and retain qualified professional, administrative, and clerical staff.		
2.1.8.14	Upon award, the Contractor shall submit a staffing plan to DOM for approval.		

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2.1.8.15	The Contractor is solely responsible for ensuring that the staffing plan includes sufficient minimum level qualifications to ensure employment of qualified staff.
2.1.8.16	The Contractor shall ensure that all staff has the training, education, experience, and orientation to conduct activities under the Contract resulting from this IFB.
2.1.8.17	The Contractor shall provide DOM with its staff “turn-over” rates at the request of DOM.
2.1.8.18	In the event DOM determines the Contractor’s staff or staffing levels are not sufficient to properly complete the services specified in the IFB and the resulting Contract, it shall advise the Contractor in writing.
2.1.8.19	The Contractor shall have thirty (30) calendar days to remedy the identified staffing deficiencies.
2.1.8.20	The Contractor shall maintain an adequate number of clinical review staff to fulfill the obligations outlined in this IFB.
2.1.8.21	The number of clinical review staff may be subject to review and approval by DOM.
2.1.8.22	If DOM determines that service quality or timeliness standards are not being met, DOM reserves the right to require the Contractor to increase staffing levels at no additional cost to DOM to ensure the successful completion of the functions detailed in this IFB.
2.1.8.23	The Contractor shall make its staff available to meet with DOM staff on a schedule, as agreed to by DOM and the Contractor, to review reports and all other obligations under the resulting Contract as requested by DOM. The Contractor shall meet bi-weekly (in person or virtually) with DOM staff, as required by DOM, to discuss the status of the resulting Contract, Contractor performance, benefits to DOM, necessary revisions, reviews, reports, and planning.
2.1.8.24	The Contractor shall submit to DOM meeting minutes within three (3) business days following the meeting with DOM staff.
2.1.8.25	Key personnel positions cannot be vacant for more than ninety (90) calendar days.
2.1.8.26	DOM may impose liquidated damages if any key management personnel positions remain vacant for greater than ninety (90) calendar days.
2.1.8.27	DOM shall approve any filled vacant positions prior to the assignment being effective.

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	2.1.8.28	If the position is filled without DOM approval, DOM may impose liquidated damages in accordance with Section 4.2 of this IFB.
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2.1.9	System Requirements	
	2.1.9.1	The Contractor shall possess the necessary hardware, software, and personnel resources to effectively manage and report on all aspects of the project outlined in this IFB throughout the duration of the Contract.
	2.1.9.2	The Contractor will provide tools necessary for clinical review of Level I assessments and the completion of Level II assessments, as specified by DOM for Mississippi's PASRR effort.
	2.1.9.3	The Mississippi PASRR Contractor must work in collaboration with the DOM's eLTSS Case Management System vendor, DOM and DMH to manage eLTSS work queues that will allow caseworkers to access the Contractor's case-specific review results according to agreed-upon protocols for assigning cases to caseworkers.
	2.1.9.4	The Mississippi PASRR shall meet, at a minimum, the National Institute of Standards and Technology (NIST) guidelines and security standards.
	2.1.9.5	The Contractor shall have the capacity to provide both electronic submission of requests to nursing home facilities, and electronic receipt of responses from nursing home facilities and DOM, according to industry standards and as previously outlined in Section 2.1.3 of this IFB.
	2.1.9.6	The Contractor shall establish and maintain a Disaster Recovery and Business Continuity Plan (DR/BC) in accordance with industry standards.
	2.1.9.7	Forty-five (45) calendar days prior to the operational start date of the Contract, the Contractor shall submit a copy of the results of its most recent test of the DR/BC plan, the associated remediation/mitigation plans and the recurrent DR/BC test schedule.
	2.1.9.8	A standard data extract file can be made available from DOM's eLTSS Case Management System vendor, if requested.
	2.1.9.9	DOM shall provide the Contractor with a layout containing the standard data extract files and formats*, and user agreements upon request. 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.
	2.1.9.10	The Contractor must maintain a scheduled system availability uptime level of 98%, 24 hours a day, 7 days a week, 365/366 days a year.

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	2.1.9.11	Schedule uptime shall mean the time the user interface, database and connectivity are available for transactions and does exclude scheduled downtime for routine maintenance.
	2.1.9.12	All scheduled maintenance must be prior approved by DOM.
	2.1.9.13	The Contractor shall plan for and provide training of DOM/DMH (state agency) staff and any approved providers.
	2.1.9.14	The Contractor's training plan should include at a minimum, password reset support/mechanism, report of system error or failure and any other system issues, access and submission process for requests for Level IIs, and access to reporting module.
	2.1.9.15	Prior to implementation, the Bidder shall conduct sufficient testing of the system to ensure that it performs adequately to meet the users' needs and provide a complete outcome report to DOM. Additionally, the system must allow for sufficient time for DOM to complete separate User Acceptance Testing of the system to ensure that it meets the state's requirements.
	2.1.9.16	The Contractor shall provide a provider Help Desk with a dedicated line for provider calls. This Help Desk shall operate at a minimum from 8:00 a.m. to 6:00 p.m. CST.
	2.1.9.17	Any call received outside of normal Help Desk hours must be appropriately captured and returned within one (1) business day.

2.1.10	Reporting Requirements				
	2.1.10.1	The Contractor is required to prepare and submit the following reports to DOM as specified below:			
		2.1.10.1.1	Monthly Reports Monthly reports shall be due five (5) business days after the end of the reporting period.		
			2.1.10.1.1.1	Monthly Activity Report The Contractor will create reports on each month's activity. The reports will include, at a minimum:	
				A	Number of evaluations and determinations completed that month

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				B	Approved cost per evaluation and determination				
				C	County and Out-of-State Activity				
			2.1.10.1.1.2	The Level II Evaluation and Determination Activity – Detail and Summary to include:					
				A	Evaluator Name				
				B	Individual's name who is being evaluated				
				C	Date of evaluation				
				D	Location of evaluation, including, but not limited to the:				
					1	Type of facility the evaluation is being completed in, and			
					2	County in which the submitting facility is in.			
				E	Type of evaluation, including but not limited to:				
					1	Preadmission Screening (PAS)			
					2	Resident Review (RR)			
					3	RR for no longer meeting categorical determinations			
					4	Or Significant Change (improvement or decline)			
				F	Determination outcome, including but not limited to:				
	1	Level II terminated-with rationale							
	2	Level II excluded due to primary major neurocognitive disorder							
	3	Community Setting							
	4	Nursing Facility recommendation							
	5	Waiver Program							

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						6	Services of Lesser Intensity, or		
						7	Specialized Services as recommended by the Clinical Director		
					G	Cases referred to the Clinical Director that did not result in a recommendation for Specialized Services			
						1	Names of individuals for which referrals were canceled, with rationale		
						2	Payer Activity – Detail and Summary		
						3	Average monthly turnaround time in days to issue a determination.		
						4	Review conducted for:		
							i	Pre-Admission Screening (PAS)	
							ii	Resident Review (RR)	
							iii	RR for Significant Change	
							iv	RR for improvement in condition	
							v	RR for decline in condition	
					vi		RR for no longer meeting a categorical determination		
					vii		All Conducted Individuals – PASRR Level II		
					viii	List every case that the Contractor referred to the Department of Mental Health			

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					5	Fair Hearing Activities:	
						i	The names of the individuals who requested a fair hearing
						ii	The assigned fair hearing numbers issued to the individuals
						iii	The date of the initial fair hearing
						iv	The reason the individuals are requesting a fair hearing
						v	The outcome of any reconsiderations
						vi	The outcome of any adjudicated hearings
					2.1.10.1.2 Quarterly Reports		
					Quarterly reports shall be due five (5) business days after the end of the reporting period.		
					2.1.10.1.2.1 Quality Assurance Report		
					The Contractor will be responsible for providing a 10% quarterly quality assurance random sample of completed Level II evaluations to the Clinical Director for his/her review and concurrence.		
					2.1.10.1.2.2 Community Placement Activity Report		
					The Contractor will be responsible for providing a report of all residents recommended for community placement to determine if the resident was discharged and the discharge location.		
					2.1.10.1.2.3 Quarterly Quality Assurance Review:		
					The Contractor is required to conduct a quarterly quality assurance review to assure that the recommendations made by the PASRR Contractor are appropriate and conform to		

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				federal and state requirements. The random sample must represent at least 10% of Nursing Facility residents who have had a Level II evaluation performed, who have been determined to need mental health SLI rather than Specialized Services and must include a random sample of the Contractor's evaluations.
		2.1.10.1.3	Annual Reports All annual reports shall be concurrent with the State Fiscal Year (July 1 to June 30). Annual reports shall be due September 1 of each year.	
			2.1.10.1.3.1	<u>Annual Expenditure Summary:</u> The Contractor will be responsible for reporting the total number of annual Preadmission Screen and Resident Review (PASRR) evaluations and determinations completed, and the total cost;
			2.1.10.1.3.2	<u>Annual Specialized Services Summary:</u> The Contractor will be responsible for reporting the total number of annual determinations resulting in a recommendation for Specialized Services; and the total number of cases referred to the Clinical Director that did not result in a recommendation for Specialized Services;
			2.1.10.1.3.3	Annual Canceled Assessments: The Contractor will be responsible for reporting the total number of annual assessments that were canceled;
			2.1.10.1.3.4	Annual Summary of Referrals: The Contractor will be responsible for reporting the total number of annual determinations resulting in a recommendation for referral;
			2.1.10.1.3.5	Annual Fair Hearing Activities: The Contractor will be responsible for preparing a report that lists each fair hearing request. This report must include the individual's name, assigned fair hearing number, the date of initial fair hearing request, the reason the individual is requesting a fair hearing, and the outcome of the fair hearing, including any reconsiderations; and

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			2.1.10.1.3.6	Annual Determination Timeliness Report: The Contractor will be responsible for preparing a report detailing the average time it takes to complete determinations [proposed 42 CFR §§ 483.130(j)(1)], and from the Social Security Act, §§ 1919 (e)(7)(c)(iv), the number and disposition of residents who:	
				A	Do not require Nursing Facility Services, but required Specialized Services; and
				B	Do not require Nursing Facility Services and do not require Specialized Services.
		2.1.10.1.4	The Contractor shall provide monthly Administrative Project Summaries to include operational priorities, outstanding issues, staffing volume, review volumes, and Contractor calendar of events. The Contractor shall provide quarterly reports of all instances of non-receipt of recommended services.		

2.2 Contract Phases

2.2.1	Implementation Phase	
	2.2.1.1	The Implementation Phase encompasses those activities required to ensure a smooth transition from the existing process to the successful Bidder.
	2.2.1.2	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.
	2.2.1.3	DOM shall approve all materials prior to operation by the Contractor, and on an annual basis thereafter.
	2.2.1.4	It is anticipated that the implementation phase shall begin October 2, 2025, with a December 31, 2025, deadline of completion, if needed.
	2.2.1.5	The Contractor shall create comprehensive plans, with DOM approval, prior to undertaking all facets of the development and implementation of the contract.
	2.2.1.6	The initial work plan shall be submitted to DOM fourteen (14) calendar days post award, with updates submitted weekly.
	2.2.1.7	The work plan shall be logical in sequence of events, including appropriate review time by DOM, and sufficient detail for review.

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	2.2.1.8	The plans shall include a narrative that provides an overview of the approach that shall result in an orderly transition of responsibilities.
	2.2.1.9	It shall encompass all activities necessary to assume the responsibilities as the Medicaid PASRR Contractor in addition to back-up disaster recovery plan.
	2.2.1.10	The Contractor shall be responsible for the preparation and execution of a final implementation plan.
	2.2.1.11	This plan shall be based upon the requirements of this IFB and coordinated with DOM to ensure readiness to complete required tasks by specified dates.
	2.2.1.12	The Contractor shall develop an implementation plan to be approved by DOM that outlines in detail all steps necessary to begin program operations.
	2.2.1.13	During the Implementation Phase, a written report of program progress shall be submitted to DOM every week.
	2.2.1.14	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.
2.2.2	Operational Phase	
	2.2.2.1	During the operational phase, the Contractor shall perform the responsibilities described in this IFB.
	2.2.2.2	The Contractor 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.
2.2.3	Turnover Phase	
	2.2.3.1	During this phase the Contractor shall prepare DOM or other applicable parties to take over the operations of those initiatives implemented under this contract.
	2.2.3.2	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.
	2.2.3.3	The Contractor shall provide detailed written documentation of all new procedures implemented and any system changes made during the Operations Phase.

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	2.2.3.4	Failure to properly prepare the state and provide written documentation shall be cause for continued withholding of payment(s).	
	2.2.3.5	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.	
	2.2.3.6	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.	
	2.2.3.7	Timelines for turnover activities shall be specified by DOM.	
	2.2.3.8	The Turnover Plan shall include, but is not limited to, the following:	
		2.2.3.8.1	Proposed approach to turnover;
		2.2.3.8.2	Tasks and subtasks for turnover;
		2.2.3.8.3	Schedule for turnover;
		2.2.3.8.4	Detailed chart depicting the Contractor's total operation; and
		2.2.3.8.5	Transfer of Medicaid documents and case files to DOM or its designated agent.
	2.2.3.9	Deliverables shall be produced in an organized manner according to reasonable and customary business standards.	
	2.2.3.10	Deliverables shall be turned over to DOM in a form and condition that is satisfactory to DOM and in the timeframes specified by DOM.	
	2.2.3.11	Deliverables shall include, but are not limited to, the following:	
		2.2.3.11.1	Turnover plan;
		2.2.3.11.2	Detailed organizational chart;
		2.2.3.11.3	All Medicaid documents and case files; and
		2.2.3.11.4	Turnover Results Report.

2.3 Travel

2.3.1	Travel
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	2.3.1.1	All travel performed in conjunction with performing the responsibilities of this Contract should be included in the implementation and operations costs as necessary.
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2.4 Contractor Payment

The total amount payable by DOM to the Contractor under this contract shall be limited to the following:

2.4.1	Implementation Pricing	
	2.4.1.1	The Bidder shall provide a firm fixed price for the services requested for the implementation phase of the contract.
	2.4.1.2	The Contractor shall be paid an implementation price of no more than the actual implementation costs up to the amount specified in the Contractor's Bid response.
	2.4.1.3	The incumbent Contractor is not eligible for receipt of this payment, except for actual expenses incurred to acquire the infrastructure to support an increase in required staffing as specified in this IFB and approved by DOM.
	2.4.1.4	Payment of the implementation cost shall be made by DOM when DOM determines that all implementation activities have been completed, and the Contractor is ready to move into the operational phase of the contract.
	2.4.1.5	The total bid price for implementation shall be entered in the appropriate block of Attachment B.
2.4.2	Operation Pricing	
	2.4.2.1	The Bidder shall provide a firm fixed price for the services requested for the operational phase of the contract.
	2.4.2.2	During the operational phase of the contract, the Contractor shall be paid monthly in accordance with the Contractor's bid response which shall be firm and fixed for the period of the contract.
	2.4.2.3	The Contractor shall be paid in an amount not to exceed the total fixed price.
	2.4.2.4	The contract award shall be based on the submitted price per year and the total amount payable under the resulting contract shall not exceed the submitted price per year.
2.4.3	Turnover Pricing	

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	2.4.3.1	No specific or lump-sum payment shall be made by DOM for Turnover Phase services.
	2.4.3.2	Payment for such services shall be encompassed in the Operational Phase.
	2.4.3.3	The final monthly payment of the contract term may be withheld until turnover activities are completed to DOM's satisfaction.
2.4.4	Invoices Format	
	2.4.4.1	Contractor affirms invoices shall be submitted to DOM in line-item format as determined by DOM. At a minimum, the Contractor shall submit an invoice that includes invoice number, billing period, contract number, volume per service by line item, total monthly cost and remit to information.
2.4.5	Erroneous Issuance of Compensation	
	2.4.5.1	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) calendar days of written notice of such error.
	2.4.5.2	Interest shall accrue at the statutory rate upon any amount determined to be due and not repaid within thirty (30) calendar days following the notice.
	2.4.5.3	If payment is not made within thirty (30) calendar days following notice, DOM may deduct the amount from the Contractor's monthly administrative invoice.
2.4.6	Release	
	2.4.6.1	Upon final payment of the amounts due under this contract, the Contractor shall release DOM and its officers and employees from all liabilities and obligations whatsoever under or arising from this contract.
	2.4.6.2	Payment to the Contractor by DOM shall not constitute final release of the Contractor.
	2.4.6.3	Should audit or inspection of the Contractor's records subsequently reveal outstanding Contractor liabilities or obligations, the Contractor shall remain liable to DOM for such liabilities and obligations.
	2.4.6.4	Any overpayments by DOM shall be subject to any appropriate recoupment to which DOM is lawfully entitled.
	2.4.6.5	Any payment under this contract shall not foreclose the right of DOM or any other state or federal oversight entity to recover excessive or illegal payments as well as interest, attorney fees, and costs incurred in such recovery.

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 DOM's best interest.

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 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 1.12** of this IFB, and
3. The price submission methodology in **Attachment B, Bid Form**.

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

3.2 Multi-Term Contracts

Unless otherwise provided by law, a contract for personal and professional services may be entered into for a maximum period of performance of five years. Multi-term contracts are those contracts which (1) have a period of performance lasting more than one year; (2) have a period of performance which spans two or more state fiscal years; and/or (3) have renewal clauses which, if exercised, would make the period of performance more than one year or make the period of performance span two or more state fiscal years.

This solicitation does provide for a multi-term contract.

3.3 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, effective date September 6, 2024, located on this website: <https://www.dfa.ms.gov/>, 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.

3.3.1 Restrictions on Communications with DOM staff

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

3.3.2 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](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False)

It is Bidder's responsibility to check DOM's website periodically for notices or addendums before the bid opening date. 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.

3.3.3 Acceptance of Bids

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

DOM reserves the right to exclude any and all non-responsive bids from any consideration for contract award.

3.4 Bid Evaluation

Only objectively measurable criteria set forth in this IFB shall be applied in bid evaluation. Criteria not set forth in this IFB may not be used to evaluate the bids. The contract(s) may only be awarded to the lowest responsive and responsible bidder(s).

In order to determine which bidder is the lowest responsive and responsible bidder, DOM shall evaluate:

- (1) Whether each bidder was responsive and provided all required information in the format required by the IFB;
- (2) Whether each bidder is responsible and objectively meets the minimum qualifications or other criteria listed in the IFB required to determine whether the bidder has the skills, experience, and/or qualifications to successfully provide the services; and
- (3) Which of the responsive and responsible bidders submitted the lowest overall price.

3.4.1 Responsive Bidder

The bidder must submit a bid which conforms in all material respects to the IFB requirements. Non-responsive bids may be rejected.

3.4.2 Responsible Bidder

Bidder must meet the minimum qualifications established by DOM which were included in the IFB. The established minimum qualifications are aimed at determining whether a vendor has the capability in all respects to fully perform the contract requirements, determining whether a vendor has the integrity and reliability which will assure good faith performance, and reducing the risk of a subsequent default or unsatisfactory performance by a vendor which would result in additional administrative costs to DOM.

3.4.3 Bid Modification and Withdrawal

Bidders may modify or withdraw their bids under certain conditions. To the extent it is not contrary to the interest of DOM or the fair treatment of other bidders, any bidder may withdraw his bid and submit a modified bid at any point prior to the bid submission deadline. Modified bids shall not be opened until the bid opening. Unless the IFB provides otherwise, any bidder submitting more than one bid will be deemed to have withdrawn the bid submitted earlier in time in favor of the bid submitted later in time.

A bidder may withdraw a bid at any time by written notice to DOM official designated in the IFB. If any such withdrawal occurs by the successful bidder(s) after the bid opening and/or issuance of the Notice of the Intent to Award, DOM may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted.

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

3.4.4 Confirmation of Bid

When DOM knows or has reason to conclude that a mistake has been made, DOM may request the bidder to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid which is unreasonably lower than the other bids submitted. If the bidder alleges a mistake, the bid shall be considered withdrawn unless correction meets the definition of a minor informality. DOM shall have the sole discretion as to whether confirmation of a bid is warranted, but DOM shall exercise that discretion in a manner that is fair to all bidders.

3.4.5 Minor Informalities and Irregularities

DOM has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance

of the services being procured and if doing so does not create an unfair advantage for any bidder.

If insufficient information is submitted by a bidder for DOM to properly evaluate the offer, DOM has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.

3.4.6 Receipt of Acknowledgement of Amendments

Written acknowledgement of *all* amendments to the IFB shall be received from *all* bidders prior to issuance of the Notice of Intent to Award.

DOM may, at its discretion, allow bidders to submit missing acknowledgements after the bid submission deadline but prior to issuance of the Notice of Intent to Award. This decision will be made fairly for all bidders. Any bidder who does not provide DOM acknowledgement(s) of every amendment issued may be deemed non-responsive and not eligible for award.

3.4.7 Multiple or 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 may 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.

3.4.8 Bidder Submitting More Comprehensive Services

The contract shall be awarded to the bidder who submitted the lowest responsive and responsible bid based on the criteria set forth in the IFB. DOM will only consider the specific services outlined in the IFB when evaluating bids. Any additional services offered by bidders will not be factored into the contract award decision. However, DOM may accept unsolicited services if they are provided at no cost to DOM and if the bidder would have been selected for contract award even without offering these extra services.

3.4.9 Low Tie Bids

Low tie bids exist when two or more responsive and responsible bidders submit identical, lowest overall bids that meet all IFB requirements. In such cases, DOM will determine the winning bidder according to the procedures outlined in Section 5.5.8, Low Tie Bids, of the *PPRB OPSCR Rules and Regulations*.

3.4.10 Single Bids Received

If only a single bid is received which is responsive and responsible, DOM may award to the single bidder according to the procedures outlined in Section 5.5.9, Single Bid Received, of the *PPRB OPSCR Rules and Regulations*.

3.4.11 Conditional Bids Prohibited

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

3.4.12 Nonconforming Terms and Conditions

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

3.4.13 Responsible Contractor

DOM shall contract only with a responsible Contractor or Contractors who possesses the ability to perform successfully under the terms and conditions of the proposed procurement and implementation.

3.5 Bid Receipt and Bid Opening

3.5.1 Late Bids

Any bids received after the time and date set for receipt of bids is late. No late bids shall be considered for an award unless the Agency has determined, in writing, that considering such a bid is in DOM's best interest and does not prejudice the other bidders.

3.5.2 Bid Opening

The Office of Procurement shall open bids in the presence of one or more DOM staff members. Bids will not be opened publicly. The name of each bidder and amount bid shall be recorded. This information will be made public as part of the DOM's procurement file on DOM's website once the Notice of Intent to Award is posted and will remain accessible until a contract resulting from the procurement is fully executed following PPRB approval. After contract approval, this document will be made available to the public in accordance with the Mississippi Public Records Act of 1983.

3.6 Notice of Intent to Award

DOM will notice its intent to award through written notice to the Bidder with the lowest responsive and responsible bid that meets the requirements and criteria set forth in the IFB. The Notice of

Intent to Award will be posted on DOM's website and the Mississippi Contract/Procurement Opportunity Search Portal. All participating Bidders shall be notified of DOM's intent to award a contract. 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. A copy of DOM's procurement file shall be posted on DOM's website at the time the Notice of Intent to Award is posted.

In addition to all documents related to the procurement and/or required by *PPRB OPSCR Rules and Regulations*, DOM shall include a copy of all bids received. Where any bidder submitted a redacted bid the redacted copy of the bid, rather than the complete copy of the bid, shall be posted on DOM's website with the procurement file.

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.

3.7 Approval of PPRB

Any contract resulting from an IFB in which the total contract value exceeds \$75,000.00 and which is not otherwise exempt from PPRB's purview shall be submitted for PPRB approval prior to contract execution.

Pursuant to Section 1.1.7.3 of the *PPRB OPSCR Rules and Regulations*, Agencies may immediately execute a contract following oral approval of the contract by the PPRB and are not required to delay contract execution until the PPRB's minutes are final.

3.8 Mississippi Contract/Procurement Opportunity Search Portal

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

3.9 Attachments

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

3.10 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 if DOM determines it is in DOM's best interest to do so.

3.10.1 Notice of Cancellation of IFB

When an IFB is canceled, a Notice of Cancellation shall be prepared. The Notice shall identify the solicitation being canceled and provide any information the Agency deems appropriate.

3.10.2 Rejection of Individual Bids

A bid may be rejected for failure to conform to the *PPRB OPSCR Rules and Regulations*, 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. Reasons for rejecting individual bids include, but are not limited to:

1. The Bid was non-responsive to the solicitation;
2. The Bidder is deemed non-responsible;
3. DOM – in its sole discretion – determined the proposed price is unreasonable;
4. Lack of competitiveness by reason of collusion or knowledge that reasonably available competition did not occur.
5. The bid contains unauthorized amendments to the requirements of the solicitation;
6. DOM – in its sole discretion – determined the bid is conditional;
7. The bid is incomplete or contains irregularities that make the bid indefinite or ambiguous;
8. The bid is not signed by an authorized representative of the party;
9. The bid contains false or misleading statements or references;
10. The bid ultimately fails to meet the announced requirements of the State in some material aspect;
11. 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 solicitation;
12. The Bidder does not comply with the Bid Submission Requirements as set forth in this solicitation;
13. The Bidder currently owes the State money;
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;

16. Limitation or lack of available funds; or

17. Any other reason DOM, in its sole discretion, determines appropriate. Any such determination shall be, consistent with fair and equitable treatment of all Bidders.

3.10.3 Disposition of Bid

The bid submitted by the successful Bidder(s) shall be incorporated into and become part of the resulting contract(s). 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.

Where bids are individually rejected, or the solicitation is canceled after bids are received, the Agency shall have the sole discretion to determine whether to return bids to the bidder or retain the bids in the Agency Procurement File. If the Agency chooses to return the bids to the bidders, the Agency shall ensure enough information is retained in the Agency Procurement File to support the decision to reject the bid.

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4.0 TERMS AND CONDITIONS

4.1 Entire Agreement

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

1. The contract including any attachments and any amendments thereto.
2. The IFB and any amendments thereto, in their entirety; and
3. The Contractor's Bid submitted in response to the IFB and any attachments, in their entirety.

4.1.1 Period of Performance

Based on the need for an Implementation Period, the initial term of the contract shall commence on October 2, 2025, and shall expire on October 1, 2028, unless terminated as designated herein. The initial term shall include an Implementation Period and an Operational Period. The Implementation Period shall be for a three (3) month period, beginning on October 2, 2025, and ending on December 31, 2025. The Operational Period of the initial term shall thereafter begin on January 1, 2026, and end on October 1, 2028. DOM reserves the right, under the same terms and conditions within this Contract, to extend this Contract for two (2) one-year periods, provided that DOM obtains approval from PPRB.

In the event that an Implementation Period is not warranted, the initial term of the contract shall commence on January 1, 2026, and shall expire on December 31, 2028, unless terminated as designated herein. DOM reserves the right, under the same terms and conditions within this Contract, to extend this Contract for two (2) one-year periods, provided that DOM obtains approval from PPRB.

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

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

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

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.

4.1.3 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. Such a written contract amendment shall also be subject to and become effective based on approval by the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR).

4.1.4 Modification or Renegotiation Required by Change in Law

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

4.2 Performance Standards, Damages, and Retainage

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, in its sole discretion, may assess 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. 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 the 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. 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, or (3) DOM will collect the amount of the assessed liquidated damages from future invoice payments without further notice.

In order to Appeal the Division imposition of any sanctions or damages, the Contractor shall request review in accordance with the Disputes provisions provided in Section 4.32. The imposition of sanctions and liquidated damages is not automatically stayed pending Appeal. Pending final determination of any dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract and in accordance with the Contract Officer's direction.

Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess liquidated damages between one dollar (\$1.00) and one million dollars (\$1,000,000.00) for failure to meet any contract requirement not identified in the chart below or for each such failure that remains uncorrected or otherwise continues to be noncompliant with any provision of this Contract including but not limited to program standards, performance standards, state and federal laws, statutes, policies, and rules. The determination of the below liquidated damage amounts shall be at DOM's sole discretion up to the below amounts for each requirement:

Liquidated Damages		
Section Reference	Requirement	Liquidated Damages
2.1.1	Failure by the Contractor to maintain required documentation (per instance, per business day).	Up to \$500
2.1.1.1	Failure by the Contractor to complete required assessments within specified timeframes (per instance, per business day).	Up to \$1,000
2.1.3	Failure by the Contractor to maintain required documentation (per instance, per business day).	Up to \$500
2.1.3.1	Failure by the Contractor to complete required assessments within specified timeframes (per instance, per business day).	Up to \$1,000

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2.1.5.4	by the Contractor to submit by the due date any material or documentation requested by DOM as required by the Contract. DOM shall give written notice to the Contractor via email of the late material. The Contractor shall have three (3) business days following receipt of the notice in which to cure the failure by submitting the complete and accurate material. If the material has not been submitted within the three (3) business day period, DOM, without notice, may assess damages (per instance, per business day).	Up to \$500
2.1.8.26	Failure by the Contractor to ensure no key management personnel positions remain vacant for greater than ninety (90) calendar days (per instance, per business day).	Up to \$1,000
2.1.8.28	Failure by the Contractor to not receive DOM approval when filling vacant positions for key management personnel positions (per instance, per business day)	Up to \$1,000
2.1.9.5	Failure by the Contractor to develop or maintain all required electronic and data systems (per instance, per business day).	Up to \$1,000
2.1.10	Failure by Contractor to comply with reporting requirements set forth in this IFB (per instance, per business day).	Up to \$500
2.1.3.20	Failure by the Contractor to develop or maintain all required electronic and data systems (per instance, per business day).	Up to \$1,000
2.1.3.21	Failure by the Contractor to develop or maintain all required electronic and data systems (per instance, per business day).	Up to \$1,000
2.2.2.1	Failure by the Contractor to meet the operational start date (per calendar day until the Contractor becomes fully operational).	Up to \$1,000
2.2.3	Failure of the Contractor to comply with the close out and turnover requirements of this IFB may result in the assessment of damages imposed shall be deducted from the final payment to be made to Contractor (per calendar day until the Contractor fully complies with closeout and turnover requirements).	Up to \$10,000

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4.2.2 (h)	Failure by the Contractor to complete a Corrective Action Plan (CAP) within a deadline specified by DOM, failure to provide a CAP by the deadline set by DOM, failure to provide a sufficient CAP as determined by DOM or failure to meet the deadline(s) set forth in the CAP for resolution of the issue, the Contractor shall pay liquidated damages for each day the corrective action is not completed in accordance with the timeline established in the CAP (per calendar day).	Up to \$500
	Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or IFB not specifically enumerated herein. (per breach of material term)	Up to \$10,000
4.19	Unauthorized utilization or disclosure of any confidential information classified as PHI, in violation of the requirements listed herein, authorized use or disclosure, regardless of the number of persons or additional parties involved (per incident). An incident means, with respect to protected health information (PHI): (i) Any 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.	Up to \$10,000
Attachment J	Failure for the Contractor 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 (per occurrence). An occurrence means each failure to comply with the BAA or DUA requirements.	Up to \$2,500

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 sustained 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, including liquidates damages;
- 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 or any other appropriate action.
- 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 and/or recommend Contractor be excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Rules and Regulations*.
- p) Require the Contractor to correct and/or rework deficient work at Contractor's expense; and
- q) Take any other remedies that may be legally available.

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

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

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. The contractor remain liable for ensuring that all operational performance standards remain satisfied.

4.3 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 and provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

4.4 Approval

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

4.5 Availability of Funds

It is expressly understood and agreed that the obligation of DOM to proceed under this contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the contract are, at any time, not forthcoming or insufficient, regardless of the source of funding, DOM shall have the right upon ten (10) business days written notice to Contractor, to terminate this contract without damage, penalty, cost or expense to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4.6 Compliance with Equal Opportunity in Employment Policy

Contractor understands that DOM is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

4.7 Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

4.8 Contract Rights

Contract rights do not vest in any party until a contract is legally executed. DOM is under no obligation to award a contract following issuance of this solicitation.

4.9 E-Payment

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

4.10 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of DOM subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (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; or (3) both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

4.11 Force Majeure

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes,

floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. DOM may exercise any rights it has under the contract which are available when neither party is in default.

4.12 Contractor’s Representation Regarding Contingent Fees

By executing this contract, Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the agency prior to contract execution.

4.13 Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DOM a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of DOM has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

4.14 Paymode

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

4.15 Procurement Regulations

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

4.16 Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that DOM may terminate this contract at any time for its own convenience.

4.17 Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that DOM and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

4.18 Stop Work Order

DOM may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period specified by DOM. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to DOM. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless DOM has terminated that part of the agreement or terminated the agreement in its entirety. DOM is not liable for payment for services which were not rendered due to the stop work order.

4.19 Termination

4.19.1 Termination for Convenience

Termination for Convenience. DOM may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. DOM shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If DOM gives the Contractor a notice that the personal or professional services are being provided in a manner that is

deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, DOM may terminate the contract for default and the Contractor will be liable for the additional cost to DOM to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

4.19.2 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 **4.19.1** of this IFB. Without limitation, the Contractor's rights under this contract shall include those rights afforded by 11 U.S.C. § 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and any successor thereto. If the bankruptcy trustee of the Contractor or the Contractor as a debtor or the debtor-in-possession rejects this contract under 11 U.S.C. § 365 of the Bankruptcy Code, DOM may avail itself of all rights and remedies to the full extent contemplated by this contract and 11 U.S.C. § 365 of the Bankruptcy Code, and any other relevant laws.

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

In the event DOM elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, delivered in person, or delivered by electronic mail. 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.

4.20 Non-performance or Delayed Performance of a Subcontractor

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

4.21 Procedure on Termination

4.21.1 Contractor Responsibilities

Upon delivery by certified mail, return receipt requested, electronic mail, 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; and
- (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.

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.

4.21.2 DOM Responsibilities

Except for Termination for Contractor's 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 4.32**) from any such determination made by DOM.

4.22 Effective Date of Termination

Except as otherwise provided in the Contract, terminations will be effective as of the date specified in the Notice of Termination. The parties may extend the effective date of termination one or more times by mutual written agreement. Contractor Responsibilities, as referenced in **Section 4.21.1**, above, will still be effective after the termination date until the Contractor Responsibilities are concluded and the obligations of the Contractor to DOM are complete.

4.23 Terms Survive Termination

The terms set forth in this Contract shall survive the termination of this Contract and shall remain fully enforceable by DOM against the Contractor. In the event that the Contractor fails to fulfill each term set forth in this Contract, DOM shall have the right, but not the obligation, to arrange for the provision of such services and the fulfillment of such terms, all at the sole cost and expense of the Contractor, and the Contractor shall be responsible to reimburse DOM for all sums expended by DOM in so doing.

4.24 Notice

Whenever, under this IFB, one party is required to give notice to the other, except for purposes of Notice of Termination under **Section 4.19.1** of this IFB, such notice shall be deemed given upon delivery, if delivered by hand, electronic mail, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager
Street Address
City, State Zip Code
Email: _____

In case of notice to DOM:

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

4.25 Contract Assignment and Subcontracting

Contractor acknowledges that it was selected by DOM to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of DOM, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of DOM shall be null and void. Approval of a subcontractor by DOM shall not be deemed to be approval of the incurrence of any additional obligation of DOM. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that DOM may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

4.26 Protection of Personal Privacy and Sensitive Data

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of DOM information at any time. The Contractor shall safeguard the confidentiality, integrity, and availability of DOM information and comply with the following conditions:

- a. All information obtained by the Vendor under the contract shall become and remain property of DOM until destroyed.
- b. 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.

4.27 Right of Inspection

The Division of Medicaid (DOM), Mississippi Office of the State Auditor (OSA), United States Department of Health and Human Services (DHHS), Centers of Medicare and Medicaid Services (CMS), the DHHS Office of Inspector General (OIG), United States Government Accountability Office (GAO), or any other entity 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.

4.28 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 three (3) years thereafter, unless an audit is in progress or there is pending litigation, in which case the records shall be retained for a period of one (1) year following resolution of the audit or litigation or three (3) years following expiration or termination of the contract, whichever is greater. The right to audit shall exist for three (3) years from the final date of the contract period.

4.29 Interpretations/Changes/Disputes

Refer to **Section 4.1.2** 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.

4.30 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.

4.31 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.

4.32 Disputes

Any disputes regarding the terms and conditions of this Contract shall be decided by the Executive Director, or the Executive Director's designee. Such decision shall be in writing and mailed or otherwise furnished to the Contractor. Any assessment of liquidated or actual damages shall be considered a decision of the Executive Director or their designee. The decision of the Executive Director, or their designee, shall be final and conclusive, unless within ten (10) calendar days following the date of such decision the Contractor mails or otherwise furnishes a written Appeal to the Division's Executive Director.

The Contractor shall be afforded an opportunity to offer evidence in support of its Appeal. The Contractor shall proceed diligently with the performance of this Contract in accordance with the decision rendered by the Executive Director, or their designee, until a final decision is rendered by the Executive Director or his or her representative. This does not impair Contractor's right to any available judicial remedies upon exhaustion of internal dispute process as outlined in this section.

The Contractor shall proceed diligently with the performance of this Contract in accordance with the decision rendered by the Executive Directory, or their designee, until a final decision is rendered by the Executive Director or their representative.

4.33 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, including administrative proceedings.

4.34 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.

4.35 Indemnification

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

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

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

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

4.35.1 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance or nonperformance under this agreement.

4.35.2 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.

4.36 Status of the Contractor

4.36.1 Independent Contractor

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for DOM. Nothing contained herein shall be deemed or construed by DOM, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DOM and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DOM or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of DOM and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DOM. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DOM, and DOM shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

DOM shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DOM shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DOM for its employees.

4.36.2 Personnel Practices

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

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

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

4.37 Insurance

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

Liability

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

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.

Workers' Compensation

The Contractor shall take out and maintain, during the life of the Contract, workers' compensation insurance for all employees employed under the Contract in Mississippi. Such insurance shall fully comply with Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under the 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.

On or before beginning performance under the Contract and on an annual basis thereafter, the Contractor shall furnish to DOM certificates evidencing such insurance is in effect.

Cyber Security

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

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

DOM and the Contractor shall reach an agreement on the level of liability insurance coverage required. DOM may, in its sole discretion, confer with the Mississippi Department of Insurance to review such coverage(s) prior to approving them as acceptable under this Contract. The Contractor must obtain modified coverage(s) as reasonably requested by DOM within ten (10) calendar days of the Contractor's receipt of such request from DOM.

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

The policy shall comply with the following requirements:

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

4.38 Release of Public Information

Contractor should be aware that the redacted version of its bid 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 and DOM's website, and 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.

Contractor should be aware that the unredacted version of its bid is considered a public record. If the unredacted version is requested through the Public Records Act, DOM will notify the Contractor, and the Contractor 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 1.8**, the unredacted version will be considered a public document that contains no confidential information of the Contractor.

4.39 The Contractor Compliance Issues

The Contractor agrees that all work performed as part of this contract shall comply fully with administrative and other requirements established by federal and state laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its

staff, or agents, as revealed in any audit. In addition, the Contractor agrees that all work performed shall comply with all CMS guidelines.

4.39.1 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.

4.39.2 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.

4.39.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor executed DOM's Business Associate Agreement (BAA) as a requirement of bid submission and that BAA shall remain in full force and effect for the duration of this contract. To the extent a Data Use Agreement (DUA) is required, Contractor shall execute the DUA before or concurrent to contract execution.

All activities under this Agreement regarding the exchange of information and data between DOM and Contractor shall be performed in accordance with any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties and all applicable federal and/or State of Mississippi laws, rules, and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009) and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties, 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, at least five (5) days in advance of any disclosure so that DOM may take appropriate steps to address the disclosure, if needed. The disclosing party shall thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties. The provision herein shall survive the termination of the Agreement 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 Agreement on behalf of, or under, the rights of the parties following termination.

4.39.4 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.

4.39.5 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.

4.39.6 Suspension and Debarment

The Contractor certifies that it is not suspended, debarred, or otherwise excluded from future contract awards under federal law and regulations, state 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.

4.40 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.

4.41 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.

4.42 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

BID SUBMISSION DEADLINE

Monday, August 11, 2025, at 2:00 p.m. CST

DOM is seeking to establish a contract for Pre-Admission Screening & Resident Review.

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

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

File Name: **BIDDER'S NAME HERE – PASRR**

BIDDER INFORMATION	
Company Name	
Company Address	
Authorized Signature	
Name and Title	
Phone Number	
Email address	
FEI/FIN # (if company, corporation, or partnership)	
Social Security Number # (if individual)	

*If Bidder does not have a MAGIC Supplier number, Bidder can register in MAGIC after the award is made to Contractor.

ATTACHMENT B – Bid Form

GENERAL

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 ten (10) years.
4. The Bidder has a minimum of five (5) 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 Pre-Admission Screening and Resident Reviews (PASRR) IFB #20250627				
Name of Bidder				
	Contract Term – Initial Three (3) Year Period	Renewal Year 1	Renewal Year 2	Total Cost (Firm Fixed Price)
Implementation Cost *				
Operational Cost				
Total Contract Cost				

*If determined by DOM that an Implementation Period is needed, the contract start date shall be October 2, 2025, and end on October 1, 2028, with an option for two one-year renewal options.

Should DOM determine that an Implementation Period is not needed, the contract start date shall be January 1, 2026, and end on December 31, 2028 with an option for two one-year renewal options.

NOTE: 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.

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 Attachment **B**.
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 PASRR Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the services, 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 services, 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, suspended, or otherwise excluded from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

INDEPENDENT PRICE DETERMINATION:

By providing a bid, the Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any collusion, consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

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BIDDER’S REPRESENTATION REGARDING CONTINGENT FEES:

By responding to this solicitation, Bidder represents it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If bidder cannot make such a representation, a full and complete explanation shall be submitted, in writing, with the bid.

REPRESENTATION REGARDING GRATUITIES

The Bidder represents that is has not, is not, and will not offer, give, or agree to give any employee or former employee of DOM a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. The Bidder further represents that no employee or former employee of DOM has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. The Bidder further represents that is it in compliance with the Mississippi Code Annotated §§ 25-4-101 through 25-4-121 and has not solicited any employee or former employee to act in violation of said law.

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 for their bid to be considered.

1	What year was your company started?		
2	Please provide the physical location and mailing address of your company’s home office, principal place of business and place of incorporation.	Physical Location	
		Mailing Address	
		Principal Place of Business	
		Place of Incorporation	
3	Company structure/organization to include any parent or subsidiary companies. As applicable, please describe the role of any parent and/or		

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	subsidiary company in providing the services requested within this IFB.		
4	Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity during either this solicitation or the resultant contract period? 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.	No	Yes, please explain.
5	If your company is not physically located in Mississippi, how will you provide the services set forth in the IFB?		
6	List all licenses, certifications or permits your company possesses that are applicable to performing the services required in this IFB.		

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 1.12: Eligibility and Minimum Qualifications; Section 1.12.2: Minimum Qualifications; Section 1.12.3: Capability to Provide Services** when the subcontractor, rather than the contractor, will be relied upon to satisfy that minimum requirement. The bidder should also complete **Attachment C, Disclosure of Subcontractor Information** for any subcontractors.

If No Subcontractor, please state “No Subcontractor”	
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ATTACHMENT C - Disclosure of Subcontractor Information

Disclosure of Subcontractor Information			
Include information about subcontractors of the Bidder in which the Bidder or owner of the Bidder has a more than 5% ownership interest and/or a management control interest. Use a new form for each subcontractor and/or ownership interest. Use a copy of this page for each subcontractor subject to disclosure.			
This response applies to: <input type="checkbox"/> The Bidder <input type="checkbox"/> An Owner of the Bidder			
If this applies to an owner of the Bidder, name that owner:			
The person or entity named as an: <input type="checkbox"/> Ownership Interest <input type="checkbox"/> Management Control Interest			
If there is an ownership interest, what is the ownership percentage? _____ %			
If there is a management control interest, describe that interest:			
Effective Date of Ownership and/or Management Control:			
Legal Business Name of Subcontractor as Reported to the Internal Revenue Service:			
Doing Business as Name (if applicable):		Tax Identification Number (required):	
Primary Business Address			
Address Line 1 (Street Name and Number):			
Address Line 2 (Suite, Room, etc.):			
City:	State:	Zip Code:	County:
Mailing Address (P.O. Box):			
City:	State	Zip Code:	County:
Additional Business Location(s): Duplicate this page to provide all locations if necessary.			
Address Line 1:			
Address Line 2:			
City:	State:	Zip Code:	County:

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Business Location			
Address Line 1:			
Address Line 2:			
City:	State:	Zip Code:	County:
Business Location			
Address Line 1:			
Address Line 2:			
City:	State:	Zip Code:	County:

Are any individuals disclosed above related to the subcontractor or an owner of the subcontractor as a spouse, parent, child, or sibling? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide the following information for each.		
Name of Subcontractor/ Subcontractor's Owner	Name of Bidder's Owner	Relationship

ATTACHMENT D - 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.

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

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

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

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- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- h) Complying with all provisions 2 CFR Part 382.

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

- a) Place of Performance (street address, city, county, state, zip code)
- b) 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 STATEWIDE 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 E - DHHS Certification

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 F – Proprietary Information Form

Designation of this form is required (Select One)

By designation and your signature below, you indicate that you understand that failure to clearly mark or designate proprietary information within the response to this solicitation as identified may result in disclosure of such information as it will be subject to review by the public after award of the contract.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain 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.

<input type="checkbox"/>	Vendor hereby certifies that the complete unredacted copy of its bid may be released as a public record by DOM at any time without notice to vendor. The vendor explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information vendor deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A vendor who selects this option but submits a redacted copy of its bid may be deemed non-responsive.
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<input type="checkbox"/>	Along with a complete copy of its bid, vendor has submitted a second copy of the bid document in which all information vendor deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Vendor acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if DOM or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Vendor acknowledges and agrees that DOM may release the redacted copy of the bid document at any time as a public record without further notice to the vendor. A vendor who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.
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Each page of the response considered by the respondent to contain trade secrets or other confidential commercial/financial information should be marked in the upper right-hand corner with the word “CONFIDENTIAL” and the related information should be redacted in black. The redacted copy of the bid should be in a single document and shall be clearly labeled “PUBLIC COPY” on the cover page. This copy should be in a searchable Microsoft Word or Adobe Acrobat (PDF) format. To the extent possible, confidential information should be redacted sentence by sentence unless all content on the page is clearly confidential under the law.

Any pages not marked accordingly will be subject to review by the public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For each redaction, list the applicable statute and the page that was redacted. Duplicate the page if more space is needed.	
Statutory Authority	Proprietary Page Numbers / Parts

Signature of Authorized Official

Date

Name of Company

ATTACHMENT G – References

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

Review the reference requirements in **IFB Section 1.12.2**. Bidder may submit as many references as desired by submitting as many additional copies of **Attachment G - References**, as deemed necessary. References will be contacted 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 G (Appendix 1) – Reference Survey Score Sheet

TO BE COMPLETED BY DOM STAFF ONLY			
Name of Bidder:		Procurement:	Pre-Admission Screening & Resident Review (PASRR)
Company Name of Reference:		Date/Time Contacted:	
Person Contacted:		Title/Position:	
Contact Email:		Contact Phone Number:	

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

DOM appreciates your time in completing this form where you will be asked general project information and yes/no questions regarding your satisfaction in the vendor's current and/or past performance with your entity.

Project Name:		Service Dates:	
Project Objective:			
Project Cost:			

	QUESTIONS	RESPONSE (select one)		EXPLANATION
1	Satisfied with Contractor's Corporate experience relevant to the project? If no, please explain.	Yes	No	
2	Satisfied with ability to implement the project within budget and on time? If no, please explain.	Yes	No	
3	Satisfied with ability to obtain contract goals and objections? If no, please explain.	Yes	No	
4	Satisfied with ability to adhere to contract requirements? If no, please explain.	Yes	No	
5	Satisfied with ability to assess project risks and provide solutions? If no, please explain.	Yes	No	

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6	Satisfied with the ability to operate the day-to-day functions of the project? If no, please explain.	Yes	No	
7	Was Contractor easy to work with when scheduling meetings/services? If no, please explain.	Yes	No	
8	Satisfied with ability to communicate with your organization's staff members? If no, please explain.	Yes	No	
9	Would you enter a contract with this Contractor again? If no, please explain.	Yes	No	
10	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 each of the two references (total of 18 points) to be considered responsible and for its bid to be considered.

SCORE: _____

1	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 Question 11 above may result in automatic disqualification of the provided reference; therefore, result in a score of zero as responses to previous questions become null and void.

Note:

ATTACHMENT H – Amendment Acknowledgement

AMENDMENT ACKNOWLEDGEMENTS

The Bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the Bidder to disqualification. The Bidder must list all amendments (by number), then sign and date to confirm that you have received and incorporated them into your proposal.

Amendment
<i>Example: Amendment 1 - Questions</i>

Signature

Date

ATTACHMENT J – Business Associate Agreement

**MISSISSIPPI DIVISION OF MEDICAID
BUSINESS ASSOCIATE AGREEMENT**

THE DIVISION OF MEDICAID OFFICE OF THE GOVERNOR STATE OF MISSISSIPPI BUSINESS ASSOCIATE AGREEMENT THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into by and between the DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR, an administrative agency of the STATE OF MISSISSIPPI (hereinafter “DOM”), and _____ (hereinafter “Business Associate”), hereinafter collectively referred to as the Parties, and modifies any other prior existing agreement for this purpose. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the Parties therefore agree as follows:

I. RECITALS:

- a. DOM is a state agency that acts both as an employer and as a Health Plan for public benefit with a principal place of business at 550 High Street, Suite 1000, Jackson, MS 39201. Business Associate is a limited liability company qualified to do business in Mississippi with a principal place of business at _____.
- b. Pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 (as amended by the Genetic Information Nondiscrimination Act (“GINA”) of 2008 and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (“ARRA”) of 2009) and its implementing regulations, including 45 C.F.R. Parts 160 and 164, Subparts A and E (“Privacy Rule”), and Subparts A and C (“Security Rule”):
 - i. DOM, as a Covered Entity, enters into this Agreement to obtain satisfactory assurances that Business Associate will comply with and appropriately safeguard all Protected Health Information (“PHI”) created, received, maintained, or transmitted by Business Associate from or on behalf of DOM, and
 - ii. Certain provisions of HIPAA and its implementing regulations apply to Business Associate in the same manner as they apply to DOM and such provisions are incorporated into this Agreement.
- c. DOM desires to engage Business Associate to perform certain functions, activities, or services to, for, or on behalf of DOM involving the Disclosure of PHI by DOM to Business Associate, and/or the creation, receipt, maintenance, or transmission of PHI by Business Associate, and Business Associate desires to perform such functions, activities, or services, as set forth in the Service Agreements, and wholly incorporated herein.

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II. DEFINITIONS:

- a. "Breach" shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and subject to the exceptions set forth in 45 C.F.R. § 164.402.
- b. "Business Associate" shall mean _____ including all workforce members, representatives, agents, successors, heirs, and permitted assigns.
- c. "Covered Entity" shall mean the Division of Medicaid in the Office of the Governor, an administrative agency of the State of Mississippi.
- d. "Data Aggregation" shall have the same meaning as the term "Data aggregation" in 45 C.F.R. § 164.501.
- e. "Designated Record Set" shall have the same meaning as the term "Designated record set" in 45 C.F.R. § 164.501.
- f. "Disclosure" shall have the same meaning as the term "Disclosure" in 45 C.F.R. § 160.103.
- g. "DOM" shall mean the Division of Medicaid in the Office of the Governor, an administrative agency of the State of Mississippi.
- h. "Health Plan" shall have the same meaning as the term "Health plan" in 45 C.F.R. § 160.103.
- i. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. "Protected Health Information" shall have the same meaning as the term "Protected health information" in 45 C.F.R. § 160.103.
- l. "Required by Law" shall have the same meaning as the term "Required by law" in 45 C.F.R. § 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Incident" shall have the same meaning as the term "Security incident" in 45 C.F.R. § 164.304.
- o. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.

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- p. “Service Agreements” shall mean any applicable Memorandum of Understanding (“MOU”), agreement, contract, or any other similar device, and any proposal or Request for Proposal (“RFP”) related thereto and agreed upon between the Parties, entered into between DOM and Business Associate.
- q. “Standard” shall have the same meaning as the term “Standard” in 45 C.F.R. § 160.103.
- r. “Subcontractor” shall have the same meaning as the term “Subcontractor” in 45 C. F. R. § 160.103.
- s. “Unsecured Protected Health Information” shall have the same meaning as the term “Unsecured protected health information” in 45 C.F.R. § 164.402.
- t. “Use” shall have the same meaning as the term “use” in 45 C.F.R. § 160.103.
- u. “Violation” or “Violate” shall have the same meaning as the terms “Violation” or “violate” in 45 C.F.R. § 160.103.

All other terms not defined herein shall have the meanings assigned in HIPAA and its implementing regulations.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

- a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by the Service Agreement or as Required by Law.
- b. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by this Agreement.
- c. Business Associate agrees to notify DOM without unreasonable delay and no later than seventy-two (72) hours after discovery, of any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, and any Security Incident of which it becomes aware.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in Violation of the requirements of this Agreement.
- e. Business Associate agrees to notify DOM without unreasonable delay, and no later than seventy-two (72) hours after discovery of any actual or suspected Breach of Unsecured PHI, all in accordance with 45 C.F.R. § 164.410. The notification shall include, to the extent possible and subsequently as the information becomes available, the identification of all Individuals whose Unsecured PHI is reasonably believed by Business Associate to have been Breached along with any other available information that is required to be included in the notification to the Individual, HHS, and/or the media, all in accordance with the data Breach notification requirements set forth in 45 C.F.R. § 164.410.

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- f. Once an actual or suspected Breach is reported to DOM, Business Associate agrees to provide a written assessment to determine whether the incident is reportable within ten (10) working days. An impermissible use or disclosure of protected health information is presumed to be a Breach unless the Covered Entity or Business Associate, as applicable, demonstrates there is a low probability the PHI has been compromised or one of the exceptions to the definition of Breach applies, all in accordance with 45 C.F.R. §164.410.
- g. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Business Associate will agree to comply with the applicable requirements of the Security Rule and Privacy Rule by entering into a Business Associate Agreement and Business Associate shall provide DOM with a copy of all such executed agreements between Business Associate and Business Associate's Subcontractors at least thirty (30) calendar days prior to disclosing any of DOM's PHI pursuant to said agreements by submitting a written or electronic copy to DOM's Privacy Officer at the address included in Section VII(f) of this Agreement. Business Associate understands that submission of their Subcontractors' Business Associate Agreement(s) to DOM does not constitute DOM approval of any kind, including of the use of such Subcontractors or of the adequacy of such agreements.
- h. Business Associate agrees to provide access, at the request of DOM, and in the time and manner designated by DOM, to PHI in a Designated Record Set, to DOM or, as directed by DOM, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- i. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that DOM directs or agrees to pursuant to 45 CFR § 164.526 at the request of DOM or an Individual, and in the time and manner designated by DOM.
- j. Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for DOM to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate agrees to retain such documentation for at least six (6) years after the date of disclosure or provide a full accounting and relevant documentation to DOM at the time of termination.
- k. Business Associate agrees that it shall only use or disclose the minimum PHI necessary to perform functions, activities, or services for, or on behalf of, DOM as specified in the Service Agreements. Business Associate agrees to comply with any guidance issued by the Secretary on what constitutes "minimum necessary" for purposes of the Privacy Rule, and any minimum necessary policies and procedures communicated to Business Associate by DOM.
- l. Business Associate agrees that to the extent that Business Associate carries out DOM's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to DOM in the performance of such obligation.

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- m. Business Associate agrees to make internal practices, books, and records, including policies and procedures, available to the Secretary for purposes of determining Business Associate's and/or DOM's compliance with the Privacy Rule pursuant to 45 C.F.R. § 160.310.
- n. Business Associate agrees that nothing in this Agreement shall permit Business Associate to access, store, share, maintain, transmit or use or disclose PHI in any form via any medium with any third party, including Business Associate's Subcontractors, beyond the boundaries and jurisdiction of the United States without express written authorization from DOM.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE:

- a. General Use and Disclosure Provisions: Subject to the terms of this Agreement, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, DOM as specified in the Service Agreements, provided that such Use or Disclosure would not violate what is required by Law or the Privacy Rule if done by DOM.
- b. Specific Use and Disclosure Provisions:
 - i. Business Associate may use PHI, if necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate under the Service Agreements entered into between DOM and Business Associate.
 - ii. If Business Associate must disclose PHI pursuant to law or legal process, Business Associate shall notify DOM without unreasonable delay and at least five (5) days in advance of any disclosure so that DOM may take appropriate steps to address the disclosure, if needed.
 - iii. Business Associate may use PHI to provide Data Aggregation services exclusively to DOM as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

V. OBLIGATIONS OF DOM:

- a. DOM shall provide Business Associate with the Notice of Privacy Practices that DOM produces in accordance with 45 C.F.R. § 164.520, accessible via its external website at Medicaid.ms.gov.
- b. DOM shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c. DOM shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- d. DOM shall notify Business Associate of any restriction to the use or disclosure of PHI that DOM has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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- e. Permissible Requests by DOM: DOM shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by DOM.

VI. TERM AND TERMINATION:

- a. Term. For all new Service Agreements entered into between DOM and Business Associate, the effective date of this Agreement is the first day that a Business Associate is provided, or has access to, PHI. For any ongoing Service Agreements entered into between DOM and Business Associate, the effective date of this Agreement is the first day that Business Associate is provided, or has access to, PHI under the applicable Service Agreement. This Agreement shall terminate when all of the PHI provided by DOM to Business Associate or created or received by Business Associate on behalf of DOM, is destroyed or returned to DOM, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this section.
- b. Termination for Cause. Upon DOM's knowledge of a material Breach or Violation by Business Associate, DOM shall, at its discretion, either:
 - i. provide an opportunity for Business Associate to cure the Breach or end the Violation and terminate this Agreement and the associated Service Agreements, if Business Associate does not cure the Breach or end the Violation within the time specified by DOM, or
 - ii. immediately terminate this Agreement and the associated Service Agreements if Business Associate has Breached a material term of this Agreement and cure is not possible.
- c. Effect of Termination.
 - i. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of, DOM in accordance with Privacy and Security Rule guidelines. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to DOM notification of the conditions that make return or destruction infeasible. Upon notification in writing that return, or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS:

- a. Statutory and Regulatory References. A reference in this Agreement to a section in HIPAA, its implementing regulations, or other applicable law means the section as in effect or as amended, and for which compliance is required.
- b. Amendments/Changes in Law.

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- i. General. Modifications or amendments to this Agreement may be made upon mutual agreement of the Parties, in writing signed by the Parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. Such modifications or amendments signed by the Parties shall be attached to and become part of this Agreement.
 - ii. Amendments as a Result of Changes in the Law. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to effectively comply with any subsequent changes or clarifications of statutes, regulations, or rules related to this Agreement. The Parties further agree to take such action as is necessary to comply with the requirements of HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
 - iii. Procedure for Implementing Amendments as a Result of Changes in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, or the Parties' compliance with the laws referenced in section (VII)(c)(ii) of this Agreement necessitates an amendment, the requesting party shall notify the other party of any actions it reasonably deems are necessary to comply with such changes or to ensure compliance, and the Parties promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation of any such law, rule, regulation, or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, the Parties may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DOM to comply with HIPAA, its implementing regulations, and other applicable law relating to the security and privacy of PHI.
- d. Indemnification.
- i. To the fullest extent allowed by law, Business Associate shall indemnify, defend, save and hold harmless, protect, and exonerate DOM, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Business Associate and/or its partners, principals, agents, and employees in the performance of or failure to perform this Agreement. In DOM's sole discretion, Business Associate may be allowed to control the defense of any such claim, suit, etc. In the event Business Associate defends said claim, suit, etc., Business Associate shall use legal counsel acceptable to DOM. Business Associate shall be solely responsible for all costs and/or expenses associated with such defense, and DOM shall be entitled to participate in said defense. Business Associate shall not settle any claim, suit, etc. without DOM's concurrence, which DOM shall not unreasonably withhold.

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- ii. DOM's liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.
- e. Disclaimer. DOM makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, its implementing regulations, or other applicable law will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Notices. Any notice from one party to the other under this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow, or to such other addresses provided for in this Agreement, or as the Parties may hereinafter designate in writing. Any such notice shall be deemed to have been given as of the date transmitted.

For Mississippi Division of Medicaid:

DOM Privacy Officer

Mississippi Division of Medicaid

550 High Street, Suite 1000

Jackson, MS 39201

For Business Associate:

- g. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held 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 Agreement did not contain that particular part, term, or provision held to be invalid.

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- h. **Applicable Law.** This Agreement shall be construed broadly to implement and comply with the requirements relating to HIPAA and its implementing regulations. All other aspects of this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. Business Associate shall comply with applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Where provisions of this Agreement differ from those mandated by such laws and regulations, but are nonetheless permitted by such laws and regulations, the provisions of this Agreement shall control.
- i. **Non-Assignment and Subcontracting.** Business Associate shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of DOM. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by DOM of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DOM in addition to the total compensation agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DOM may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties. DOM may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior discussions, instructions, directions, understandings, negotiations, agreements, and services for like services.
- k. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors, heirs, or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.
- l. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries assisting Business Associate in the fulfillment of its obligations under this Agreement, available to DOM, at no cost to DOM, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DOM, its directors, officers, or any other workforce member based upon claimed Violation of HIPAA, its implementing regulations, or other applicable law, except where Business Associate or its workforce members, contractors, subcontractors, representatives, agents, affiliates, or subsidiaries are a named adverse party.

Pre-Admission Screening & Resident Review (PASRR)
IFB #20250627
Mississippi Division of Medicaid

IN WITNESS WHEREOF, the Parties hereto have duly executed this Business Associate Agreement to be effective on the date provided for in section (VI)(a) of this Agreement.

Mississippi Division of Medicaid:

Business Associate By:

Cindy Bradshaw
Executive Director

Name:
Title:

Pre-Admission Screening & Resident Review (PASRR)
IFB #20250627
Mississippi Division of Medicaid

ATTACHMENT K - Bid Response Checklist

All Attachment are to remain unmodified.

Bidder Name:		✓	N/A
QUESTIONS / CLARIFICATIONS			
1	Attachment L - Mandatory Letter of Intent (Signature Required) submitted to procurement@medicaid.ms.gov . Due Date: Monday, July 14, 2025, by 2:00 p.m. CST		
2	Pre-Bid Conference (optional) Wednesday, July 16, 2025, at 2:00 p.m. CST		
3	Questions or Clarifications regarding IFB submitted to procurement@medicaid.ms.gov . Due Date: Friday, July 18, 2025, by 2:00 p.m. CST		
ACKNOWLEDGEMENT OF AMENDMENTS			
4	Amendment – Answers to Questions are received and acknowledgement of receipt has been submitted to: procurement@medicaid.ms.gov by Due Date Notated on Acknowledgement of Receipt Form.		
SHAREPOINT REGISTRATION VERIFICATION			
5	Vendor verifies receipt of SharePoint registration for Bid Submission and has accessed the site. (Assistance must be requested at least two (2) business days prior to due date.)		
BID SUBMISSION PACKET			
6	a Attachment A – Bid Cover Sheet (Signature Required)		
	b Attachment B – Bid Form (Signature Required)		
	c Attachment B – Addendum 1: Minimum Qualifications Adhere to required information to be submitted and submission format.		
	d Attachment B – Addendum 2: Capability to Provide Services – Adhere to required information to be submitted as well as page limitations and submission format.		
	e Attachment B – Addendum 3: Additional Supporting Documentation (if required).		
	f Attachment C – Disclosure of Subcontractor Information (if required).		
	g Attachment D – DHHS Certification Drug-Free Workplace (Signature Required)		
	h Attachment E – Certification Debarment, Suspension, and Other Responsibility Matters (Signature Required)		
	i Attachment F – Proprietary Information Form (Signature Required) If redacted copy is submitted, it is clearly marked “Public Copy”. Submitted in searchable format and not password protected. Provide the required indication for Public Records release.		
	j Attachment G – References You must provide a minimum of three references and DOM must be able to contact references within 3 days of bid opening.		
	k Attachment H – Amendment Acknowledgements (if applicable) MUST be acknowledged and returned with bid (Signature Required)		
	l Attachment I – Financial Statements (Prior 3 Years)		
	m Attachment J – Business Associate Agreement (Signature Required)		
	n Attachment K – Bid Response Checklist (Signature Required)		
	o Follow the bid submission format for all required documents. Ensure each page of the bid and attachments are numbered and identified with the Bidder’s name in the header, with the exception of financial statements and other pre-existing documents.		
7	Unredacted and redacted bid responses (if vendor submits a redacted copy) are to be submitted via SharePoint ONLY as separate PDF files. Both files must be in a searchable format and must not include any embedded web links. Bid submissions must be received by the due date and time. Email submissions will not be accepted. Due Date and Time: Monday, August 11, 2025, by 2:00 p.m. CST		

Bid submitted by:

Authorized Signature

Date

ATTACHMENT L - Mandatory Letter of Intent

The Bidder must submit this document, via email in PDF format, no later than **Monday, July 14, 2025, by 2:00 p.m. CST**, 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.

Company Name:	
Address:	
AUTHORIZED CONTACT INFORMATION	
Authorized Contact:	Authorized Contact Title:
Authorized Contact Phone Number:	Authorized Contact Email Address:
SUBMISSION EMAILS OF THE BID TO SHAREPOINT SITE (ONE EMAIL ADDRESS IS PREFERRED – SHARED EMAILS NOT ACCEPTED)	
Email Address #1:	Email #2 (optional):

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

- The Bidder must abide by PPRB rules, the rules stated in the IFB, and any other federal or state rules applying to this procurement.
- The Bidder understands that submitting this Letter of Intent does not obligate it to submit a bid.
- If the Bidder does submit a Bid, the Bidder will follow the format required within the IFB.
- The Bidder understands that the **Bid must be submitted via SharePoint no later than Monday, August 11, 2025, by 2:00 p.m. CST**. 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 Bid due date.

Name (Submission by):	Title:
Signature:	Date: