



Amendment # 2
IFB # 20250627
Pre-Admission Screening and Resident Reviews (PASRR)
July 28, 2025

This Amendment includes changes and clarifications and must be signed and submitted as a part of any bid to be considered for this procurement. The following sections of IFB # 20250627 have been amended for the following:

In response to:

- 1) Question 31- 32 - DOM has added Section 4.43 as additional language to Section 4.0 Terms and Conditions

4.43 Ownership of Information and Data

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

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

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

- 2) Questions 72 – DOM is removing language assessing 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.

Question 73 – In the LD Table, DOM has added the word “Failure” to the LD requirement (Section Reference 2.1.5.4) that was inadvertently left off.

Question 76 – In the LD Table, DOM is removing the language "authorized use or disclosure" from the LD Requirement section (Section Reference 4.19).



Question 77 – In the LD Table, DOM is making clarifications to the following Section References 2.1.1, 2.1.3, 2.1.9.5, and 2.1.3.21. Also included correction to Section Reference 2.2.3.

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
2.1.1.1	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
2.1.3.5	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
2.1.5.4	Failure 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 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
2.1.3.21-	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. 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
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	Up to \$10,000



	(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.	
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

Authorized Signature

Date