



MISSISSIPPI DIVISION OF
MEDICAID

**REQUEST FOR QUOTES (QR)
#20250728
RFX #3200001361**

**Consultant for the
State's Application for the
Rural Health Transformation Program**

Mississippi Division of Medicaid
Post Office Box 2222
Jackson, Mississippi 39225

Contact:

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Quotes Due:

August 4, 2025, by 2:00 pm CST

Request for Quotes

INTRODUCTION

The Mississippi Division of Medicaid (DOM), in coordination with the Office of the Governor and the Mississippi State Department of Health (MSDH), is soliciting quotes from consultants to prepare the State's Application for the Rural Health Transformation Program provided for in The One Big Beautiful Bill Act.¹

PROJECT OVERVIEW

In order for the State to qualify for available funding, the State must submit a detailed rural health transformation plan which must be approved by the Administrator of the Centers for Medicare and Medicaid Services (CMS) no later than December 31, 2025. The Administrator is required to specify the form and manner of application, as well as the submission period for such applications.

The application must include "a detailed rural health transformation plan--

1. to improve access to hospitals, other health care providers, and health care items and services furnished to rural residents of the State;
2. to improve health care outcomes of rural residents of the State;
3. to prioritize the use of new and emerging technologies that emphasize prevention and chronic disease management;
4. to initiate, foster, and strengthen local and regional strategic partnerships between rural hospitals and other health care providers in order to promote measurable quality improvement, increase financial stability, maximize economies of scale, and share best practices in care delivery;
5. to enhance economic opportunity for, and the supply of, health care clinicians through enhanced recruitment and training;
6. to prioritize data and technology driven solutions that help rural hospitals and other rural health care providers furnish high-quality health care services as close to a patient's home as is possible;
7. that outlines strategies to manage long-term financial solvency and operating models of rural hospitals in the State; and
8. that identifies specific causes driving the accelerating rate of stand-alone rural hospitals becoming at risk of closure, conversion, or service reduction."

The State must submit a plan to use any allotment awarded for at least three of the following

¹ Public Law 119-21; House Resolution 1, Title VII, Subtitle B, Chapter 4, Section 71401.

purposes:

1. Promoting evidence-based, measurable interventions to improve prevention and chronic disease management.
2. Providing payments to health care providers for the provision of health care items or services, as specified by the Administrator.
3. Promoting consumer-facing, technology-driven solutions for the prevention and management of chronic diseases.
4. Providing training and technical assistance for the development and adoption of technology-enabled solutions that improve care delivery in rural hospitals, including remote monitoring, robotics, artificial intelligence, and other advanced technologies.
5. Recruiting and retaining clinical workforce talent to rural areas, with commitments to serve rural communities for a minimum of 5 years.
6. Providing technical assistance, software, and hardware for significant information technology advances designed to improve efficiency, enhance cybersecurity capability development, and improve patient health outcomes.
7. Assisting rural communities to right size their health care delivery systems by identifying needed preventative, ambulatory, pre-hospital, emergency, acute inpatient care, outpatient care, and post-acute care service lines.
8. Supporting access to opioid use disorder treatment services (as defined in section 1861(jjj)(1)), other substance use disorder treatment services, and mental health services.
9. Developing projects that support innovative models of care that include value-based care arrangements and alternative payment models, as appropriate.
10. Additional uses designed to promote sustainable access to high quality rural health care services, as determined by the Administrator.

The State must also plan to expend no more than 10% of its allotment on administrative expenses and prepare an annual report on the use of its allotments. A complete copy of Section 71401's text is appended hereto as Attachment D.

In preparation for preparing its application, the State is seeking input from relevant stakeholders through a written survey and a forum to be held on August 22, 2025, at the Cobb Center.² A copy of

² The Cobb Center is located on the 8th Floor of the Walter Sillers Building, 550 High Street, Jackson, MS 39201.

the survey is appended hereto as Attachment E.

Stakeholders who will be invited to respond to the survey and/or participate in the forum include, but are not limited to:

1. The Office of the Governor
2. The Lieutenant Governor
3. The Speaker of the House
4. Chair & Vice Chair, Senate Committee on Drug Policy
5. Chair & Vice Chair, Senate Committee on Medicaid
6. Chair & Vice Chair, Senate Committee on Public Health & Welfare
7. Chair & Vice Chair, House Committee on Drug Policy
8. Chair & Vice Chair, House Committee on Medicaid
9. Chair & Vice Chair, House Committee on Health & Human Services
10. Mississippi State Department of Health
11. Mississippi Division of Medicaid
12. Mississippi Department of Mental Health
13. Mississippi Department of Transportation
14. The Board of Trustees of the Mississippi Institutions of Higher Learning
15. University of Mississippi Medical Center
16. State Intervention Courts Advisory Committee
17. Medicaid Advisory Committee
18. Beneficiary Advisory Committee
19. Emergency Medical Services Advisory Council
20. Mississippi Healthcare Collaborative
21. Mississippi Hospital Association/Rural Hospital Alliance
22. Paladin Emergency Services Consulting
23. Mississippi Rural Health Association
24. Mississippi Association of Community Mental Health Centers
25. Community Health Center Association of Mississippi
26. Rural Emergency Hospital Coalition
27. Mississippi Ambulance Alliance
28. Mississippi healthcare providers or other interested parties

The Office of the Governor, MSDH, and/or DOM will invite up to ten stakeholders to present their ideal plan for rural health transformation at the August 22 forum.

SCOPE OF SERVICES

The successful offeror will be required to work with staff designated by the Governor, the State Health Officer, and the Executive Director of the Division of Medicaid to:

1. Attend the Rural Health Transformation Forum on August 22, 2025 in Jackson, Mississippi.

2. Develop a timeline of tasks to be performed in order to meet the submission deadline. The tasks and deadline may be evolving as new guidance is issued by CMS.
3. Analyze the data gathered through the survey and forum to create a list of possible uses for any funds allotted to the State of Mississippi no later than August 31, 2025. The list should provide enough information regarding each option so that an informed final decision can be made as to which option(s) will be included in the State's Rural Health Transformation Plan ("the Plan").
4. Provide weekly written and verbal updates to Office of the Governor, MSDH, and/or DOM staff members on progress toward the goal of submission of the Plan.
5. Prepare the Plan and application in accordance with the requirements established by the Administrator of CMS. The Plan may need to be completed in as little as 30 days but no more than 60 days, depending on the timelines established by CMS.
6. Provide no less than 30 days for review of the Plan and application by the Governor, the State Health Officer, and the Executive Director of the Division of Medicaid, and to make any required revisions.
7. Ensure the Plan and application are timely submitted in accordance with any requirements established by the Administrator of CMS.

TERM

The initial term of the contract shall begin as early as August 4, 2025, and shall expire on December 31, 2025. The contract's term may be extended for a total contract term of no more than one year. The successful offeror will be expected to execute a contract with terms which are substantially similar to those appended hereto as Attachment F.

HIPAA COMPLIANCE

DOM and MSDH are both covered entities under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As such, both have legal obligations to protect the privacy of individually identifiable health information in their possession. It is not anticipated that any contract awarded hereunder would involve use of protected health information (PHI). However, by submitting a response to the Request for Quotes, offerors are agreeing to take any necessary steps to ensure both DOM and MSDH remain in compliance with all relevant privacy and security laws and regulations.

SUBMISSION REQUIREMENTS

To be considered for a contract award, interested offerors are required to submit:

1. Attachment A, which has been appropriately completed and executed.

2. A proposal for timely completion of the State's Rural Health Transformation Plan and Application.
3. A list of staff members who will work on the project, including a summary of their relevant education and experience.
4. A list of similar proposals the offeror has successfully completed for other public or private entities.
5. A pricing structure for the contract.
6. Whether, and to what extent, the offeror is willing to provide the State a rebate on its services should the State not be approved for funding under Section 71401 of the One Big Beautiful Bill Act.
7. Any other information the offeror feels will assist the State in determining to whom, if anyone, a contract should be awarded.
8. A minimum of three references.

All offers shall be submitted to procurement@medicaid.ms.gov no later than **2:00 pm CST on Monday, August 4, 2025**. The subject line of the submission email shall read "Consultant: Rural Health Transformation Program."

Offerors shall not submit any information with its response which the offeror deems to be proprietary or confidential commercial and/or financial information. All submissions shall be available for inspection, in full, by any member of the public. In submitting a quote, offeror is waiving all rights to notice pursuant to Miss. Code Ann. § 25-61-9. Offeror acknowledges and agrees that its submission, in its entirety, may be produced as a public record under the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, *et seq.*, without further notice.

The State may or may not choose to award contract(s) resulting from this Request for Quotes. Any contract resulting from this Request for Quotes will not require approval from the Public Procurement Review Board.

ATTACHMENT A

Quote Request No. 20250728

Consultant for the State's Application for the Rural Health Transformation Program

Submission Deadline: August 4, 2025 at 2:00pm CST

Date Quote Submitted: _____

Vendor Name: _____

Vendor Official Mailing Address: _____

Vendor Tax ID Number: _____ Age of Business: _____

Authorized Signatory: _____

Title: _____ Email: _____

Telephone: _____ Alternate Telephone: _____

Primary Contact Person (if different from Signatory): _____

Title: _____ Email: _____

Telephone: _____ Alternate Telephone: _____

By submitting a quote, the offeror certifies that the following statements are true and correct. Offeror acknowledges and agrees that compliance with these statements are conditions precedent to contract award and continuation of any contract ultimately awarded.

1. By submitting a quote, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's quote.
2. Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DOM, MSDH, or the Office of the Governor 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. Offeror further represents that no employee or former employee of DOM, MSDH, or the Office of the Governor 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 offeror. Offeror 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.
3. By submitting a quote, the offeror certifies that the prices submitted in response to the solicitation

have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

ATTACHMENT B

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

By submitting a quote in response hereto, the offeror 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:

Definitions

- 1) "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);
- 2) "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;
- 3) "Criminal drug statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
- 4) "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 offeror certifies that it will or will continue to provide a drug-free workplace by:

- 1) 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;
- 2) Establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) 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 (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement and 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;
- 5) Notifying DOM in writing, within 10 calendar days after receiving notice under paragraph (4) 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;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with requirements of the Rehabilitation Act of 1973, as amended; or
 - b) 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;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1) through (6).
- 8) Complying with all provisions 2 CFR Part 382.

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

ATTACHMENT C

DHHS Certification Debarment, Suspension, and Other Responsibility Matters 2 CFR Part 376

By submitting a quote in response hereto, offeror certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- 2) 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;
- 3) 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,
- 4) 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.

ATTACHMENT D

HR 1 of the 119th Congress

Title VII, Subtitle B, Chapter 4, Section 71401 Rural Health Transformation Program

(a) In General.--Section 2105 of the Social Security Act (42 U.S.C. 1397ee) is amended by adding at the end the following new subsection:

“(h) Rural Health Transformation Program.—

“(1) Appropriation.—

“(A) In general.--There are appropriated, out of any money in the Treasury not otherwise appropriated, to the Administrator of the Centers for Medicare & Medicaid Services (in this subsection referred to as the ‘Administrator’), to provide allotments to States for purposes of carrying out the activities described in paragraph (6)--

“(i) \$10,000,000,000 for fiscal year 2026;

“(ii) \$10,000,000,000 for fiscal year 2027;

“(iii) \$10,000,000,000 for fiscal year 2028;

“(iv) \$10,000,000,000 for fiscal year 2029; and

“(v) \$10,000,000,000 for fiscal year 2030.

“(B) Unexpended or unobligated funds.--

“(i) In general.--Any amounts appropriated under subparagraph (A) that are unexpended or unobligated as of October 1, 2032, shall be returned to the Treasury of the United States.

“(ii) Redistribution of unexpended or unobligated funds.--In carrying out subparagraph (A), the Administrator shall, not later than March 31, 2028, and annually thereafter through March 31, 2032, determine the amount of funds, if any, that are available under such subparagraph for a previous fiscal year, are unexpended or unobligated with respect to such fiscal year, and will not be available to a State in the current fiscal year, pursuant to clause (iii).

“(iii) Availability of funds.—

“(I) In general.--Amounts allotted to a State under this subsection for a year shall be available for expenditure by the State through the end of the fiscal year following the fiscal year in which such amounts are allotted.

“(II) Availability of amounts redistributed.--Amounts redistributed to a State under clause (ii) with respect to a fiscal year shall be available for expenditure by the State through the end of the fiscal year following the fiscal year in which such amounts are redistributed (except in the case of amounts redistributed in fiscal year 2032 which shall only be available for expenditure through September 30, 2032).

“(iv) Misuse of funds.--If the Administrator determines that a State is not using amounts allotted or redistributed to the State under this subsection in a manner consistent with the description provided by the State in its application approved under paragraph (2), the Administrator may withhold payments to, or reduce payments to, or recover previous payments from, the State under this subsection as the Administrator deems appropriate, and any amounts so withheld, or that remain after any such reduction, or so recovered, shall be returned to the Treasury of the United States.

“(2) Application.--

“(A) In general.--To be eligible for an allotment under this subsection, a State shall submit to the Administrator during an application submission period to be specified

by the Administrator (but that ends not later than December 31, 2025) an application in such form and manner as the Administrator may specify, that includes—

“(i) a detailed rural health transformation plan--

“(I) to improve access to hospitals, other health care providers, and health care items and services furnished to rural residents of the State;

“(II) to improve health care outcomes of rural residents of the State;

“(III) to prioritize the use of new and emerging technologies that emphasize prevention and chronic disease management;

“(IV) to initiate, foster, and strengthen local and regional strategic partnerships between rural hospitals and other health care providers in order to promote measurable quality improvement, increase financial stability, maximize economies of scale, and share best practices in care delivery;

“(V) to enhance economic opportunity for, and the supply of, health care clinicians through enhanced recruitment and training;

“(VI) to prioritize data and technology driven solutions that help rural hospitals and other rural health care providers furnish high-quality health care services as close to a patient's home as is possible;

“(VII) that outlines strategies to manage long-term financial solvency and operating models of rural hospitals in the State; and

“(VIII) that identifies specific causes driving the accelerating rate of stand-alone rural hospitals becoming at risk of closure, conversion, or service reduction;

“(ii) a certification that none of the amounts provided under this subsection shall be used by the State for an expenditure that is attributable to an intergovernmental transfer, certified public expenditure, or any other expenditure to finance the non-Federal share of expenditures required under any provision of law, including under the State plan established under this title, the State plan established under title XIX, or under a waiver of such plans; and

“(iii) such other information as the Administrator may require.

“(B) Deadline for approval.--Not later than December 31, 2025, the Administrator shall approve or deny all applications submitted for an allotment under this subsection.

“(C) One-time application.--If an application of a State for an allotment under this subsection is approved by the Administrator, the State shall be eligible for an allotment under this subsection for each of fiscal years 2026 through 2030, except as provided in paragraph (1)(B)(iv).

“(D) Eligibility.--Only the 50 States shall be eligible for an allotment under this subsection and all references in this subsection to a State shall be treated as only referring to the 50 States.

“(3) Allotments.--

“(A) In general.--For each of fiscal years 2026 through 2030, the Administrator shall determine under subparagraph (B) the amount of the allotment for such fiscal year for each State with an approved application under this subsection.

“(B) Amount determined.--Subject to subparagraph (C), from the amounts appropriated under paragraph (1)(A) for each of fiscal years 2026 through 2030, the Administrator shall allot—

- “(i) 50 percent of the amounts appropriated for each such fiscal year equally among all States with an approved application under this subsection; and
- “(ii) 50 percent of the amounts appropriated for each such fiscal year among all such States in an amount to be determined by the Administrator in accordance with subparagraph (C).
- “(C) Requirements.--In determining the amount to be allotted to a State under clause (ii) of subparagraph (B) for a fiscal year, the Administrator shall--
 - “(i) ensure that not less than $\frac{1}{4}$ of the States with an approved application under this subsection for a fiscal year are allotted funds from amounts that are to be allotted under clause (ii) of such subparagraph; and
 - “(ii) consider—
 - “(I) the percentage of the State population that is located in a rural census tract of a metropolitan statistical area (as determined under the most recent modification of the Goldsmith Modification, originally published in the Federal Register on February 27, 1992 (57 Fed. Reg. 6725));
 - “(II) the proportion of rural health facilities (as defined in subparagraph (D)) in the State relative to the number of rural health facilities nationwide;
 - “(III) the situation of hospitals in the State, as described in section 1902(a)(13)(A)(iv); and
 - “(IV) any other factors that the Administrator determines appropriate.
- “(D) Rural health facility defined.--For the purposes of subparagraph (C)(ii), the term ‘rural health facility’ means the following:
 - “(i) A subsection (d) hospital (as defined in paragraph (1)(B) of section 1886(d)) that--
 - “(I) is located in a rural area (as defined in paragraph (2)(D) of such section);
 - “(II) is treated as being located in a rural area pursuant to paragraph (8)(E) of such section; or
 - “(III) is located in a rural census tract of a metropolitan statistical area (as determined under the most recent modification of the Goldsmith Modification, originally published in the Federal Register on February 27, 1992 (57 Fed. Reg. 6725)).
 - “(ii) A critical access hospital (as defined in section 1861(mm)(1)).
 - “(iii) A sole community hospital (as defined in section 1886(d)(5)(D)(iii)).
 - “(iv) A Medicare-dependent, small rural hospital (as defined in section 1886(d)(5)(G)(iv)).
 - “(v) A low-volume hospital (as defined in section 1886(d)(12)(C)).
 - “(vi) A rural emergency hospital (as defined in section 1861(kkk)(2)).
 - “(vii) A rural health clinic (as defined in section 1861(aa)(2)).
 - “(viii) A Federally qualified health center (as defined in section 1861(aa)(4)).
 - “(ix) A community mental health center (as defined in section 1861(ff)(3)(B)).
 - “(x) A health center that is receiving a grant under section 330 of the Public Health Service Act.
 - “(xi) An opioid treatment program (as defined in section 1861(jjj)(2)) that is located in a rural census tract of a metropolitan statistical area (as determined under the most recent modification of the Goldsmith Modification, originally

published in the Federal Register on February 27, 1992 (57 Fed. Reg. 6725)).
“(xii) A certified community behavioral health clinic (as defined in section 1905(jj)(2)) that is located in a rural census tract of a metropolitan statistical area (as determined under the most recent modification of the Goldsmith Modification, originally published in the Federal Register on February 27, 1992 (57 Fed. Reg. 6725)).

“(4) No matching payment.--A State approved for an allotment under this subsection for a fiscal year shall not be required to provide any matching funds as a condition for receiving payments from the allotment.

“(5) Terms and conditions.--The Administrator shall specify such terms and conditions for allotments to States provided under this subsection as the Administrator deems appropriate, including the following:

“(A) Each State shall submit to the Administrator (at a time, and in a form and manner, specified by the Administrator)--

“(i) a plan for the State to use its allotment to carry out 3 or more of the activities described in paragraph (6); and

“(ii) annual reports on the use of allotments, including such additional information as the Administrator determines appropriate.

“(B) Not more than 10 percent of the amount allotted to a State for a fiscal year may be used by the State for administrative expenses.

“(6) Use of funds.--Amounts allotted to a State under this subsection shall be used for 3 or more of the following health-related activities:

“(A) Promoting evidence-based, measurable interventions to improve prevention and chronic disease management.

“(B) Providing payments to health care providers for the provision of health care items or services, as specified by the Administrator.

“(C) Promoting consumer-facing, technology-driven solutions for the prevention and management of chronic diseases.

“(D) Providing training and technical assistance for the development and adoption of technology-enabled solutions that improve care delivery in rural hospitals, including remote monitoring, robotics, artificial intelligence, and other advanced technologies.

“(E) Recruiting and retaining clinical workforce talent to rural areas, with commitments to serve rural communities for a minimum of 5 years.

“(F) Providing technical assistance, software, and hardware for significant information technology advances designed to improve efficiency, enhance cybersecurity capability development, and improve patient health outcomes.

“(G) Assisting rural communities to right size their health care delivery systems by identifying needed preventative, ambulatory, pre-hospital, emergency, acute inpatient care, outpatient care, and post-acute care service lines.

“(H) Supporting access to opioid use disorder treatment services (as defined in section 1861(jjj)(1)), other substance use disorder treatment services, and mental health services.

“(I) Developing projects that support innovative models of care that include value-based care arrangements and alternative payment models, as appropriate.

“(J) Additional uses designed to promote sustainable access to high quality rural health care services, as determined by the Administrator.

“(7) Exemptions.--Paragraphs (2), (3), (5), (6), (8), (10), (11), and (12) of subsection (c) do not apply to payments under this subsection.

“(8) Review.--There shall be no administrative or judicial review under section 1116 or

otherwise of amounts allotted or redistributed to States under this subsection, payments to States withheld or reduced under this subsection, or previous payments recovered from States under this subsection.

“(9) Health care provider defined.--For purposes of this subsection, the term ‘health care provider’ means a provider of services or supplier who is enrolled under this title, title XVIII, or title XIX.”.

(b) Conforming Amendments.--Title XXI of the Social Security Act 42 U.S.C. 1397aa) is amended--

(1) in section 2101--

(A) in subsection (a), in the matter preceding paragraph

(1), by striking “The purpose” and inserting “Except with respect to the rural health transformation program established in section 2105(h), the purpose”; and

(B) in subsection (b), in the matter preceding paragraph (1), by inserting “subsection (a) or (g) of” before “section 2105”;

(2) in section 2105(c)(1), by striking “and may not include” and inserting “or to carry out the rural health transformation program established in subsection (h) and, except in the case of amounts made available under subsection (h), may not include”; and

(3) in section 2106(a)(1), by inserting “subsection (a) or (g) of” before “section 2105”.

(c) Implementation.--The Administrator of the Centers for Medicare Medicaid Services shall implement this section, including the amendments made by this section, by program instruction or other forms of program guidance.

(d) Implementation Funding.--For the purposes of carrying out the provisions of, and the amendments made by, this section, there are appropriated, out of any monies in the Treasury not otherwise appropriated, to the Administrator of the Centers for Medicare & Medicaid Services, \$200,000,000 for fiscal year 2025, to remain available until expended.

ATTACHMENT E
Survey

Rural Health Transformation Program Stakeholder Survey is only available via PDF, located on DOM's website. [Procurement - Mississippi Division of Medicaid](#)

ATTACHMENT F
DRAFT CONTRACTUAL AGREEMENT BETWEEN
THE DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR
AND *CONSULTANT*

(Rural Health Transformation Program)

THIS AGREEMENT is made and entered into by and between the DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR, an administrative agency of the STATE OF MISSISSIPPI, hereinafter referred to as “DOM,” and *CONSULTANT*, hereinafter referred to as “Contractor,” for the performance of professional services.

WHEREAS, pursuant to House Resolution 1 of the 119th Congress, the One Big Beautiful Bill Act (OBBBA), the Administrator of the Centers for Medicare & Medicaid Services (CMS) shall accept applications from States for a Rural Health Transformation Program;

WHEREAS, if such application is approved on or before December 31, 2025, Mississippi shall receive no less than \$100,000,000.00 annually to implement its rural health transformation plan;

WHEREAS, OBBBA was signed into law on July 4, 2025;

WHEREAS, the Office of the Governor has requested that DOM and the Mississippi State Department of Health (MSDH) collaborate to create the State’s plan and prepare the State’s application;

WHEREAS, due to the compressed timeline to secure the available federal funding, the State has retained a consultant to assist with preparation of the State’s application for the Rural Health Transformation Program on an emergency basis;

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

I. PERIOD OF PERFORMANCE: The term of this Agreement shall commence on *August 4, 2025*, and shall expire on December 31, 2025, unless this Agreement is terminated pursuant to the Termination provisions herein. This Agreement may be extended for a total contract period not to exceed one year if mutually agreed upon in writing by both parties prior to the end of the current term.-

II. SCOPE OF WORK: As further described in Attachment A (DOM’s Request for Quotes) and Attachment B (Contractor’s Quote), which are fully incorporated herein, Contractor agrees to work with the Office of the Governor, DOM, and MSDH to prepare the State’s application for the Rural Health Transformation Program. To the extent of a conflict among the various contract documents, this Contract shall have priority over Attachments A and B, and Attachment A shall have priority over Attachment B.

III. COORDINATION OF SERVICES: Contractor shall coordinate the performance of the services to be provided hereunder with and through DOM's Office of Executive Services and consult with said Office on specific courses of action that should be pursued.

IV. COST FOR SERVICES: As full and complete compensation for the services to be provided hereunder, DOM will pay Contractor at the amounts and rates listed below:

Describe pricing structure submitted by successful offeror.

V. REBATE

Describe the rebate submitted by the successful offeror.

VI. BILLING AND DOCUMENTATION OF TIME: Billing at the cost specified in Article IV (Cost of Services) above will be made by Contractor on a form prescribed by DOM for such purposes.

Describe billing process (to be established by DOM).

VII. APPLICABLE LAW: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

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

IX. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY: Contractor understands that the 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.

X. 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.

XI. E-PAYMENT: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which

generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

XII. 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 the 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.

XIII. 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 under this agreement.

XIV. 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. The 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.

XV. 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 offeror 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.

XVI. 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 the DOM may terminate this contract at any time for its own convenience.

XVII. REQUIRED PUBLIC RECORDS AND TRANSPARENCY: Contractor agrees nothing in this contract or the proposal/quote submitted in response to DOM's Request for Quotes contains confidential commercial and financial information or material otherwise proprietary and exempt

from disclosure under the Mississippi Public Records Act. Contractor affirmatively waives any right to notice before any part of this contract is produced to a third party. 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 the 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.*

XVIII. CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: By executing this contract, the 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.

XIX. 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.

XX. STOP WORK ORDER: The 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 of time specified by the 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 the DOM. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the DOM has terminated that part of the agreement or terminated the agreement in its entirety. The DOM is not liable for payment for services which were not rendered due to the stop work order.

XXI. TERMINATION:

Termination for Convenience. The DOM may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The 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 the 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, the DOM may terminate the contract for default and the Contractor will be liable for the additional cost to the 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.

XXII. INDEPENDENT CONTRACTOR STATUS: 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 income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the DOM shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DOM for its employees.

XXIII. 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 subcontract 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.

XXIV. AUTHORITY TO CONTRACT: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing 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.

XXV. 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.

XXVI. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the DOM, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

XXVII. CHANGE ORDERS: DOM may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by DOM and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify DOM in writing of this belief. If DOM believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Agreement.

XXVIII. SEVERABILITY: If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

XXIX. COPYRIGHTS: Contractor agrees that the rights and title to any copyrightable material first produced under this Agreement belongs to DOM. Contractor hereby grants to DOM a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the Agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

XXX. OWNERSHIP OF DOCUMENTS AND WORK PAPERS: DOM shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this Agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall

deliver such documents and work papers to DOM, upon termination or completion of the Agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from DOM to use such workpapers, subject to any copyright protections.

XXXI. RESOLUTION OF FACTUAL DISPUTES: If possible, any dispute concerning a question of fact arising under this Agreement shall be resolved through good faith negotiations between duly authorized representatives of DOM and Contractor.

XXXII. NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the provisions or conditions of this Agreement 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 Agreement.

XXXIII. NON-WAIVER OF OTHER RIGHTS, POWERS, AND REMEDIES: No delay or omission by either party to this Agreement 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 agreement 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 Agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

XXXIV. ATTORNEY'S FEES AND EXPENSES: In the event Contractor defaults on any obligations under this agreement, Contractor shall pay to DOM all costs and expenses, without limitation, incurred by DOM in enforcing this Agreement or reasonably related to enforcing this agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall DOM be obligated to pay attorneys' fees or legal costs to Contractor.

XXXV. INDEMNIFICATION:

General Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DOM, its commissioners, board members, officers, 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 attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, and employees and/or subcontractors in the performance of or failure to perform this Agreement.

In DOM's sole discretion, upon approval of the Office of the Mississippi Attorney General and DOM, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and DOM. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and DOM shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the

Mississippi Attorney General and DOM, which shall not be unreasonably withheld.

Infringement Indemnification. Contractor warrants that the materials and deliverables provided to the DOM under this Agreement, and their use by DOM, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for DOM the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for DOM the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require DOM to discontinue using such items, in which case Contractor will refund to DOM the fees previously paid by DOM for the items DOM may no longer use, and shall compensate DOM for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to DOM to discontinue said use.

Scope of Indemnification: Provided that DOM promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless DOM against any such claims, including but not limited to any expenses, costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this Agreement.

In the DOM's sole discretion, upon approval of the Office of the Mississippi Attorney General and the DOM, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the DOM. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the DOM shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the DOM, which shall not be unreasonably withheld.

XXXVI. THIRD PARTY ACTION NOTIFICATION: Contractor shall give DOM prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Agreement.

XXXVII. NOTICES: All notices required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For DOM:
Executive Director
Mississippi Division of Medicaid

For Contractor:

550 High Street, Suite 1000
Jackson, Mississippi 39201
Contracts@medicaid.ms.gov

XXXVIII. 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.

XXXIX. 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 DOM 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. The DOM may exercise any rights it has under the contract which are available when neither party is in default.

XL. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: 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 and 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 Agreements, 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.

XLI. RIGHT OF INSPECTION: Pursuant to the requirements of Title XIX, Section 1902(a)(27) of the Social Security Act, 42 C.F.R. § 434.6(a)(5) and Section 1128A [42 U.S.C. 1320a-7a] and Miss. Code Ann. §§ 43-13-121 and 43-13-229 (1972, as amended), Contractor agrees that representatives of CMS, the Office of the Inspector General (OIG), the Comptroller General of the U.S. Government Accountability Office (GAO), the Mississippi Office of the State Auditor, the Mississippi Medicaid Fraud Unit, DOM, and their authorized representatives shall have the right during regular business hours to inspect, audit, and evaluate Contractor's books, documents, papers, financial records, data, surveys, and computer databases (herein collectively referenced as "records") pertaining to the extent and cost of services furnished to DOM or eligible recipients. This right also includes timely and reasonable access to any employees, agent, or contractor of the Contractor for the purpose of interview and discussion related to such records. Access will be at the discretion of the requesting authority and will be either through review of records or by submission of records to the office of the requester. Contractor shall cooperate fully with the request from any of the agencies listed above and shall furnish free of charge copies of all requested records including, without limitation, any costs associated with making excerpts or transcripts, copying, reproducing, shipping and/or mailing of records. In accordance with 45 C.F.R. §§ 74.346 and 95.614, the Contractor shall make available to the HHS awarding agency, the GAO, or any representatives thereof, timely and unrestricted access to any books, documents, papers, and other records of the Contractor that are pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. There will be no restrictions on the right of the State or Federal government to conduct whatever examinations and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of cost.

XLII. RECORDS RETENTION AND AUDIT PROCEDURES: Contractor shall maintain financial records, supporting documents, statistical reports, and all other records pertinent to this program for a period of six (6) years from the day of the last payment made by DOM to Contractor. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun that is not completed at the end of the six (6) year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the six (6) year period, the records shall be retained until resolution.

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

XLIV. AUTHORITY OF SIGNATORY: Contractor acknowledges that the individual executing the contract on behalf of DOM is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

XLV. STATE ENTITY: Contractor acknowledges that DOM is an entity of the State of Mississippi and as such cannot and has not agreed to act in any way that is contrary or in excess of the authority granted to it by the Mississippi Constitution and the Mississippi Code. To the extent any provision of this contract suggests otherwise, both parties agree that provision is null, void, and unenforceable as to DOM.

XLVI. ENTIRE AGREEMENT: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the DOM and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the DOM or Contractor on the basis of draftsmanship or preparation hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as follows:

Mississippi Division of Medicaid

By: _____
Cindy Bradshaw
Executive Director

Date: _____

Consultant

By: _____
Signatory
Signatory Title

Date: _____