



MISSISSIPPI DIVISION OF MEDICAID PROCUREMENT

INVITATION FOR BID

IFB #20251031

RFX #3160007625

External Medical Review Consulting

Issue Date: October 31, 2025

Mandatory Letter of Intent Deadline: November 14, 2025, 2:00 p.m. CST

Pre-Bid Conference: November 17, 2025, 10:00 a.m. CST

Written Questions Deadline: November 19, 2025, 2:00 p.m. CST

Bid Response Deadline: December 12, 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) Office of Procurement issues this Invitation for Bid (IFB) to solicit offers from qualified, experienced, and responsible entities to provide DOM Office of Appeals with professional services related to independent external medical reviews for State Fair Hearings and/or State Administrative Hearings. These reviews may include but are not limited to adverse benefit determinations, adverse provider determinations, investigations, and audit conclusions made by Medicaid managed care organizations (MCOs) and/or its subcontractors.

Any IFB provisions and/or requirements designated as “Minimum Qualifications” are mandatory and must be met to be considered a responsive and responsible bidder. 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 at:

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

1.2 Authority

This IFB is issued under the authority of Title XIX (Medicaid) and Title XXI (Children’s Health Insurance Program) of the Social Security Act as amended, along with their implementing regulations. It is also authorized under the provisions of the Mississippi Code of 1972, as amended and pursuant to 42 CFR § 438.402, which sets forth requirements for a state’s Medicaid managed care appeal process, including the provision for independent external medical reviews.

All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities in this IFB. The submission of a valid executed bid by any prospective Contractor shall constitute admission of such knowledge on the part of each prospective Contractor. Any bid submitted by any prospective Contractor which fails to meet any published requirement of the cited authorities may, at the option of DOM, be rejected without further consideration.

Medicaid is a program of medical assistance for individuals with low income and limited resources, 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. Section 1902(a)(30)(A) of the Social Security Act (42 USC §1396a(a)(30)(A)), as amended, requires that State Medicaid Agencies provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure “efficiency, economy, and quality of care.”

The selected vendor shall perform such reviews in accordance with all applicable federal and state regulations, including but not limited to 42 CFR §§ 438.400 through 438.424, ensuring

timely, impartial, and expert medical determinations that support the integrity and accountability of the state's appeal process.

1.3 Procurement Timeline

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

Figure 1.1: Procurement Timetable

Date	Process
10/31/2025	Release of Invitation for Bid
11/14/2025	Mandatory Letter of Intent (by 2:00 p.m.)
11/17/2025	Pre-Bid Conference (10:00 a.m.)
11/19/2025	Written Questions Deadline (by 2:00 p.m.)
11/26/2025	Anticipated Date of Posting Written Answers (by 5:00 p.m.)
12/12/2025	Bid Deadline (by 2:00 p.m.)
1/02/2026	Anticipated Date of Notice of Intent to Award
2/04/2026	Public Procurement Review Board meeting date (proposed)
2/09/2026	Anticipated Contract Start

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 Pre-Submission Requirements

1.5.1 Mandatory Letter of Intent

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

The Mandatory Letter of Intent is due by **Friday, November 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 the 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.***

1.5.2 Pre-Bid Conference

A pre-bid conference will be held **Monday, November 17, 2025, 10:00 a.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 attend the conference shall be made. The pre-bid conference is to discuss the procurement submission requirements and not an opportunity to ask questions about the IFB.

Nothing stated at the pre-bid conference shall change the IFB unless stated in a written amendment.

1.5.3 IFB Questions and Answers

Multiple questions may be submitted **Wednesday, November 19, 2025**, no later than **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 e-mail to: procurement@medicaid.ms.gov with the subject line: **External Medical Review Consulting IFB – Questions**. The Bidder bears all risk 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 DOM.

DOM anticipates written answers will be available 5:00 p.m. CST, Wednesday, November 26, 2025, via DOM's procurement website at: <https://medicaid.ms.gov/resources/procurement/> and the Mississippi Contract/Procurement Opportunity Search portal website at:

https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False

DOM will submit 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.

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

1.5.4 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 and including in the bid submission in the format as described at **IFB Section 3.4.14, 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.

1.6 Bid Submission Requirements

Bids shall be submitted electronically through a **SharePoint site ONLY** maintained by DOM by **2:00 p.m. CST, Friday, December 12, 2025**. 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 individual email addresses, which must be included in the Bidder's Mandatory Letter of Intent, IFB Attachment I. **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 required documents for consideration. **Bid submissions that include web links for redirection to external websites or documents will not be accepted and may result in the rejection of the bid.**

If there are questions about the use of the SharePoint portal for submission, email: sally.harrison@medicaid.ms.gov and the Procurement team at: procurement@medicaid.ms.gov. To prevent last-minute registration/submission issues, assistance must be requested at least two (2) business days prior to the IFB due date.

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

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

1.6.1 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 Chapter 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.

Failure to make a selection of the release of public information on **Attachment F, Proprietary Information Form**, may disqualify a bid submission from consideration.

1.7 Expenses Incurred in the Procurement Process

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.

1.8 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.

1.9 Written Bids

All bids shall be in writing.

1.10 Minimum Qualifications Criteria

1.10.1 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 supporting documentation required in **1.10.2 Minimum Qualifications** 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 non-responsive.

1.10.2 Minimum Qualifications (Attachment B: Addendum 1)

- 1. Bidder Experience Requirement:** Bidder must have a minimum of five (5) years of experience providing independent external medical review services in the administrative appeals process for a healthcare organization as it relates to the services requested in this IFB. To demonstrate this expertise, the Bidder must provide a list of past and/or current engagements for which bidder performed similar services. Failure to provide this information will result in bid disqualification.
- 2. Bidder Licenses/Certifications:** Bidder must warrant that all physicians (the “Medical Providers”) providing medical recommendations and attending hearings possess the necessary licenses and board certifications required to perform the services and will maintain current and valid credentials throughout the duration of the engagement. Each Medical Provider shall be licensed to practice in Mississippi. If a specialty physician is not licensed in Mississippi, a Mississippi licensed physician must review and sign off on the recommendation. The Bidder must provide a list of all participating Medical Providers and attest that they meet these licensure and board certification requirements. The Bidder must also attest that the Medical Providers have the relevant experience in the specialty and detail the number of years of experience. While DOM prefers at least two (2) years of experience, there is no minimum experience requirement for Medical Providers. If a Medical Provider has no prior experience in the specialty area, the Bidder should state ‘None’ or ‘0’ years for that provider.
- 3. References:** From the list of engagements provided at **IFB Section 1.10.2 (1)**, the Bidder shall provide reference contacts for all engagements. The Bidder must use **Attachment G, References** form and submit as many copies of the form as necessary to provide a reference contact for each engagement. Reference contacts shall be contacted at random until two (2) references identified as meeting the minimum qualifications have been contacted and Reference Survey Score Sheets are completed. No further references shall be contacted. DOM staff shall be able to contact two references within three (3) business days of bid opening, or the Bidder may be rejected.

- i. 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.
- ii. Bidder must score a minimum of nine (9) points on each Reference Survey Score Sheet to be utilized by DOM Procurement staff when interviewing Bidder-provided references. A total reference score of 18 points (combined minimum scoring of nine (9) points for each of the individual Reference Survey Score Sheets) is required to be considered responsive and/or responsible. A sample copy of the Reference Survey Score Sheet is provided on Appendix 1.

4. Bidders shall provide written, detailed validation describing Bidder's ability to meet each of the qualifications and perform the scope of services. (no more than 5 pages)

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

1.11 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 renegotiation of any payment rate after contract award. Statistical information concerning DOM operations is available on DOM's website.

1.12 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 ([Personal Service Contract Review | Mississippi Department of Finance and Administration](#)). 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.

1.13 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. DOM is under no obligation to award a contract and may terminate a legally executed contract at any time.

1.14 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.

1.15 Electronic Access to Materials

The following resources are available online to support the procurement process; however, they are provided solely for informational purposes and do not replace the official requirements set forth in this IFB.

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

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

Additional details about services offered through Mississippi Medicaid, along with information about the Division of Medicaid's structure and operations, can also be found on the DOM's website.

The DOM website, www.medicaid.ms.gov, contains useful resources such as annual reports, provider manuals, and bulletins. 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.

Other helpful links include:

- State of Mississippi website: www.mississippi.gov
- MAGIC system information: portal.magic.ms.gov
Mississippi's Accountability System for Government Information and Collaboration (MAGIC) can be used by businesses to register as suppliers, receive RFX notifications based on selected categories, submit electronic responses to solicitations, and receive purchase orders. Supplier registration is available at: <https://www.dfa.ms.gov/mmrs-vendors>
- MS ITS Enterprise Security Policy:
<https://www.sos.ms.gov/adminsearch/ACProposed/00020006b.pdf>
- MS ITS Cloud Enterprise Security Policy:
<https://www.sos.ms.gov/adminsearch/ACCode/00000679c.pdf>
- Public Procurement Review Board Rules and Regulations:
<https://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>
- 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.:
<https://www.sos.ms.gov/communications-publications/mississippi-law>

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2.0 PROJECT OVERVIEW

The DOM Office of Appeals is seeking professional services related to external independent medical reviews for State Fair Hearings and/or State Administrative Hearings.

The anticipated contract term for the required services is February 9, 2026, through February 8, 2029, with one optional two-year renewal, at the discretion of DOM.

DOM intends to award one contract for the services required herein. DOM further reserves the right to reject any and all responses to this solicitation at any point during the evaluation, awarding, or negotiation process.

2.1 Scope of Services

Contractor shall be responsible for the listed scope of services that includes but is not limited to the following:

2.1.1 General Requirements

	2.1.1.1	Will conduct reviews of medical records, clinical documentation, utilization guidelines, and applicable policies or regulations. The number of reviews vary from month to month. All relevant documentation will be submitted to Contractor via the Contractor's secured portal for review.
	2.1.1.2	Provide a written clinical rationale for each determination to the Office of Appeals, that includes a copy of any and all medical criteria or clinical guidelines relied upon in support of the recommendation.
	2.1.1.3	Written recommendations shall include a summary of all medical documentation reviewed, a summary of the question(s) raised on appeal, a recommendation regarding the question(s) raised on appeal, the reviewer's detailed, supporting rationale for recommendation, and a comprehensive list of any references used to make a recommendation. If references are utilized by the Medical Providers in the recommendations, a copy of or active link to the referenced documents must be provided with the recommendation.
	2.1.1.4	Format of the written recommendation shall be subject to the approval of the Office of Appeals Director subsequent to the award.
	2.1.1.5	Standard Requests: Written, detailed recommendations shall be provided to DOM seven (7) business days after the initial request and supporting documentation are submitted via the secured portal. If DOM submits additional documentation after the initial request, the Contractor

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		shall provide the detailed recommendations to DOM no later than seven (7) business days following the submission of that additional documentation.
	2.1.1.6	Expedited Requests: Written, detailed recommendations for any expedited appeal requests shall be provided to DOM within one (1) business day via the secured portal. If DOM submits additional documentation after the initial expedited request, the Contractor shall provide the detailed recommendations to DOM no later than one (1) business day after expedited request is submitted via the secured portal.
	2.1.1.7	When requested by DOM, the Medical Providers must attend telephonic hearings and provide detailed, knowledgeable testimony in support of their written recommendations. Medical Providers must be able to discuss and answer any questions that the parties may have regarding written recommendations in detail.
	2.1.1.8	Medical Providers must be flexible in their availability for hearings related to the case. Medical Providers shall receive the appropriate training by DOM staff regarding the amount of detail required in the recommendations and have knowledge of appropriate conduct when testifying on the Contractor's behalf in the hearings. Any Out-of-State Medical Providers must be available during the regular business hours of Central Standard Time.
	2.1.1.9	Contractor shall be able to provide a certified biller/coder's review and recommendation for certain cases upon request by the Office of Appeals, on cases that a specialized coding review is necessary.
	2.1.1.10	If a Medical Provider's behavior during a hearing, rises to the level of misconduct, which includes, but is not limited to, rudeness, hostility, inability to provide testimony and/or answer questions related to their written recommendation, the Contractor forfeits full payment from DOM for that hearing and must immediately remove that Medical Provider from DOM's network.
	2.1.1.11	The Contractor agrees to submit all recommendations in accordance with the deadlines established in sections 2.1.1.5 and 2.1.1.6. In the event the Contractor fails to submit a recommendation by the required deadline without receiving prior approval from Office of Appeals, the Contractor shall forfeit any right to payment for that specific recommendation. DOM shall have no obligation to pay, in whole or in part, for any untimely submission that fails to meet this approval requirement.

Contractor shall not be responsible for the determinations of eligibility of a claimant to receive any type of benefit or the amount of any benefit to be paid under any insurance policy or plan; bill payment or denial determinations; claims processing determinations; employee payment

determinations; treatment determinations; or other similar determinations. All such authority and responsibility shall remain with DOM.

2.2 System Requirements

	2.2.1	Contractor shall be able to provide a Secured Portal with User Access & Authentication tool to include but not limited to the following: • Secure Login: DOM Staff, Contractors, or authorized Reviewers log in using secure credentials (username/password, two-factor authentication). • Role-Based Access: Different access levels for users. • HIPAA-Compliant Security: Encryption of all data transmissions and storage to protect PHI (protected health information).
	2.2.2	Contractor shall be able to provide a Secured Portal with a Dashboard / Homepage to include but not limited to: • Summary of Cases: Displays a list or summary of pending, in-process, on hold, and completed external review requests. • Quick Actions: Buttons to start a new review, search cases, or view detailed case statuses.
	2.2.3	Contractor shall be able to provide a Secured Portal with a Case Intake & Management tool to include but not limited to: • Case Submission: DOM can submit requests for external review of medically necessary appeals. Submission includes attaching all relevant documentation such as denial notices, medical records, clinical notes, and treatment plans. Ability to submit voluminous medical records for one appeal. • Automated Case Numbering & Tracking: Each case is assigned a unique identifier for easy tracking.

2.2.4	Contractor shall be able to provide a Secured Portal with a Medical Review Interface to include but not limited to: • Review Assignment: Cases are assigned to qualified external medical reviewers based on specialty and availability. Ability to schedule Reviewer for virtual hearing, if needed. • Case Details Display: Reviewers to review all documentation, to include summary of the denial, clinical information, state policy citations, and relevant medical necessity criteria. • Reviewer Tools: ○ Ability to enter detailed recommendations, findings, and conclusions. ○ Access to guidelines or medical necessity criteria embedded or linked in the portal. ○ Option to request additional information from DOM.
2.2.5	Contractor shall be able to provide a Secured Portal with Communication & Notifications tool to include but not limited to: • Automated Notifications: Alerts sent to DOM when Reviewers are assigned, completed, or if additional info is requested. • Messaging System: Secure internal messaging for communication between Reviewers, Contractors, and DOM. • Status Updates: Real-time updates on case status accessible to authorized users.

2.3 Travel

All travel performed in conjunction with performing the responsibilities of this Contract should be included in the operations costs as necessary and will not be reimbursed by DOM.

2.4 Contractor Payment

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

The Contractor shall be compensated on a monthly basis at the firm, fixed hourly rate specified in the Contractor's bid price proposal for the applicable one-year term. The hourly rate for each term shall remain firm for the duration of that term. The total compensation payable under this Contract shall be based on the actual number of hours worked and properly invoiced at the applicable hourly rate.

Payments will be based on submitted invoices. The itemized invoice format must be agreed upon by DOM and the contractor and should include, at a minimum, the contract number, an invoice number, and a list of each case reviewed and include all services rendered for each case.

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:

- i. The conditions governing the procurement process,
- ii. The bidder meeting minimum qualifications criteria described in **Section 1.10** of this IFB, and
- iii. 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 at: <https://www.dfa.ms.gov/>.

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. 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 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 may only be awarded to the lowest responsive and responsible bidder.

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

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.

3.4.14 Bid Submission Format

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

Table 1				
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 C	Contract Draft Acknowledgement	X	X
5	Attachment D	DHHS Certification Drug-Free Workplace	X	X
6	Attachment E	DHHS Certification Debarment, Suspension, and Other Responsibility Matters	X	X
7	Attachment F	Proprietary Information Form	X	X
8	Attachment G	References	X	
9	Attachment H	Bidder's IFB Response Checklist	X	X
10	Attachment I	Amendment Acknowledgement(s), if applicable	X	X

A cover page is required for each Attachment subsection. The cover page for each subsection of the Bid must include the IFB#, the name of the Bidder and the Attachment letter and title. All information must be presented in the same order and format as described above in Table 1. The one combined searchable PDF file should be uploaded in **SharePoint** with the file name:

IFB #, BIDDER'S NAME, EXTERNAL MEDICAL REVIEW CONSULTING

For the Minimum Qualifications the header 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 1.10.2, Minimum Qualifications, the Header on that page should read as follows:

Addendum 1: Minimum Qualifications, 1.10.2(1)

Bidder Experience Requirement

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.

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.

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 non-responsive. As a precondition to bid acceptance, DOM may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

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.

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 issue a written Notice of Intent to Award to the lowest responsive and responsible bidder that meets the IFB requirements. This Notice of Intent to Award will be posted on DOM's website and the Mississippi Contract/Procurement Opportunity Search Portal. All participating Bidders, successful and unsuccessful, will be notified via email.

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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Attachment A – Bid Cover Sheet IFB #: 20251031

DOM is seeking to establish a contract for External Medical Review Consulting. Bids are to be submitted **Friday, December 12, 2025**, on or before **2:00 p.m., CST**.

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 – EXTERNAL MEDICAL REVIEW
CONSULTING**

Company Name:	
Company Address:	
Authorized Signature:	
Name and Title:	
Phone Number:	
Email address:	
*MAGIC Supplier #	

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

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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**, 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, if not already registered Bidder will do so within five (5) business days of being offered an award.
3. The Bidder has not been sanctioned by a state or federal government within the last 10 years.
4. The Bidder has a minimum of five (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.

The services described in the Scope of Services require Bidders to offer an all-inclusive, fully burdened hourly rate. This rate must encompass all costs of performance, including but not limited to, labor, overhead, administrative expenses, and profit. To assist in determining this pricing, historical usage data has been provided in Appendix 2.

The total number of hours for this contract is not fixed and will vary based on the State's needs. For evaluation purposes, DOM will calculate the average cost across all five years to determine the lowest bid.

The anticipated contract term for the required services is February 9, 2026, through February 8, 2029, with one optional two-year renewal, at the discretion of DOM.

BID FORM – EXTERNAL MEDICAL REVIEW CONSULTING	
IFB #20251031	
BIDDER NAME:	
Service Description: Appeal Review, Hearing and Report Preparation	Hourly Rate
Term: Year One	\$
Term: Year Two	\$
Term: Year Three	\$
Optional Term: Year Four	\$
Optional Term: Year Five	\$

*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 draft contract attached to this IFB, which contains the Required and Optional Clauses as required by the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**;
5. 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
6. That the company can and will meet all required laws, regulations, and/or procedures related to services and represents that it is licensed, certified and possesses the requisite credentials to perform these services, if required. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by Company.

NON-DEBARMENT:

By submitting a bid, the Bidder certifies that it is not currently debarred, 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.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submitting a bid, the Bidder 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 bidder or competitor for the purpose of restricting competition.

BIDDER’S REPRESENTATION REGARDING CONTINGENT FEES:

By responding to the solicitation, Bidder represents that 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 in order 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 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.		

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Attachment C – Contract Draft Acknowledgement

The Bidder shall be required to sign and submit this formal acknowledgment confirming that they have received, reviewed, and fully understood the draft contract, Appendix 3. By signing this acknowledgment, the Bidder affirms acceptance of the terms, conditions, and obligations set forth therein, and agrees to be bound by the provisions of the contract as finalized.

Company Name:	
Signature:	
Title:	
Date:	

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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
 - 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 STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201

Company Name:	
Signature:	
Title:	
Date:	

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Attachment E - DHHS Certification Debarment, Suspension, and Other Responsibility Matters

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Primary Covered Transactions

2 CFR Part 376,

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

Company Name:	
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 general 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.

☐	Offeror hereby certifies that the complete unredacted copy of its submission 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 quote as provided in Mississippi Code Annotated § 25-61-9(1)(a). The submission 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. An Offeror who selects this option but submits a redacted copy of its submission may be deemed non-responsive.
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☐	Along with a complete copy of its submission, Offeror has submitted a second copy of the submission document in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror 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 submission which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 - 75-26-19, and/or 79-23-1. Vendor - acknowledges and agrees that DOM may release the redacted copy of the submission document at any time as a public record without further notice to the Offeror. An Offeror who selects this option but fails to submit a redacted copy of its submission 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 submission 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 general 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.

Signature of Authorized Official

Date

Name of Organization

Attachment G – References

BIDDER NAME:

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 1.10.2**. 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 at random 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 H – Bidder’s IFB Response Checklist

Please review this checklist to ensure that you have properly followed the instructions. Many proposals are rejected because the respondent simply failed to comply with the required preparation and submission requirements. All Attachments are to remain unmodified.

BIDDER NAME:		✓	N/A
MANDATORY LETTER OF INTENT			
1	IFB Attachment I - Mandatory Letter of Intent (Signature Required) submitted to procurement@medicaid.ms.gov . On or before due date: Friday, November 14, 2025, by 2:00 p.m. CST		
SHAREPOINT REGISTRATION VERIFICATION			
2	Bidder verifies receipt of previous SharePoint registration for Bid Submission and has accessed the site. (Assistance must have been requested at least two (2) business days prior to due date.)		
BID SUBMISSION PACKET			
Due Date Friday, December 12, 2025, by 2:00 p.m. CST			
3	a	Attachment A – Bid Submission 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 C – Contract Draft Acknowledgement	
	e	Attachment D – DHHS Certification Drug-Free Workplace (Signature Required)	
	f	Attachment E – DHHS Certification Debarment, Suspension, and Other Responsibility Matters (Signature Required)	
	g	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.	
	h	Attachment G – References You must provide references and DOM must be able to contact at minimum two (2) references within 3 days of bid opening.	
	i	Attachment H – Bidder’s IFB Response Checklist (Signature Required)	
	j	Attachment I – All Amendments (if applicable) must be acknowledged and returned with bid submission.	
	k	Follow the bid submission format for all required documents. Ensure each page of the bid and attachments are numbered and identified as detailed in 3.4.14.	
4	Unredacted and redacted bid responses (if vendor submits a redacted copy) MUST 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. Submission Due Date and Time: Friday, December 12, 2025, by 2:00 p.m. CST.		

Bid Submitted By:

Authorized Signature

Date

IFB Attachment I – Mandatory Letter of Intent

The Bidder must submit this document, via email in PDF format, no later than **2:00 p.m. CST, Friday, November 14, 2025**, to email address: procurement@medicaid.ms.gov. The Bidder bears all risk of delivery and all responsibility for submitting the Letter of Intent timely. Failure to timely submit the Letter of Intent will disqualify the Bidder from participating in this IFB.

Name of Company:	
Address:	
Primary Contact: Name, title, phone number and email address:	
Up to two individuals' email addresses can be used for submission of the Bid to SharePoint site (one email address is preferred):	Email #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 2:00 p.m. CST, Friday, December 12, 2025. 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 and Title of person submitting Letter of Intent:	
Signature:	
Date:	

Appendix 1 - Reference Survey Score Sheet (Sample Only)

TO BE COMPLETED BY DOM STAFF ONLY			
Name of Bidder:		Procurement:	
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 (Circle One)		EXPLANATION
	Yes	No	
1. Did the vendor provide External Medical Review Audit services as described in their contract? If no, please explain.			
2. Did the vendor demonstrate an understanding of applicable medical review standards, regulations, and policies? If no, please explain.			
3. Were the vendor's audit findings accurate and supported by proper medical documentation and analysis? If no, please explain.			
4. Were all required reports and deliverables submitted on or before the established deadlines? If no, please explain.			
5. Were the vendor's staff appropriately qualified and experienced to perform medical review audits? If no, please explain.			
6. Did the vendor maintain confidentiality of protected health information and comply with HIPAA or other privacy requirements? If no, please explain.			

7. Was Contractor easy to work with when scheduling meetings/services? If no, please explain.	Yes	No	
8. Did the vendor communicate effectively with your agency or organization throughout the review and audit process? If no, please explain.	Yes	No	
9. Would you enter into 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:** _____

11. 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:

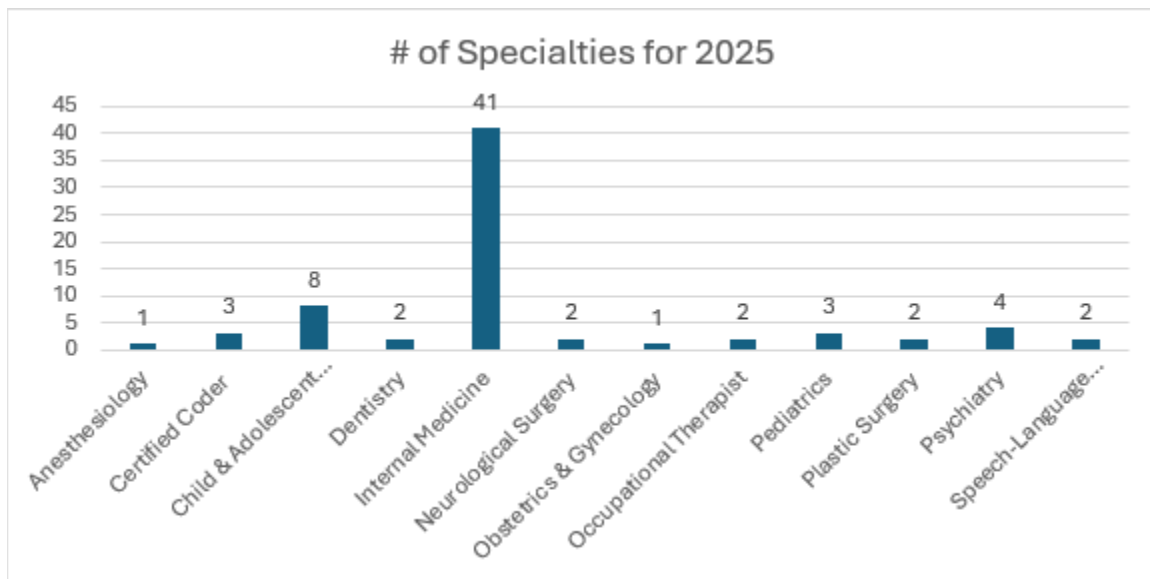
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Appendix 2 - Historical Data

MLS Group of Companies, LLC

January 2025 to Date

Total Number of Reviews	172
Estimated Number of Hours	211

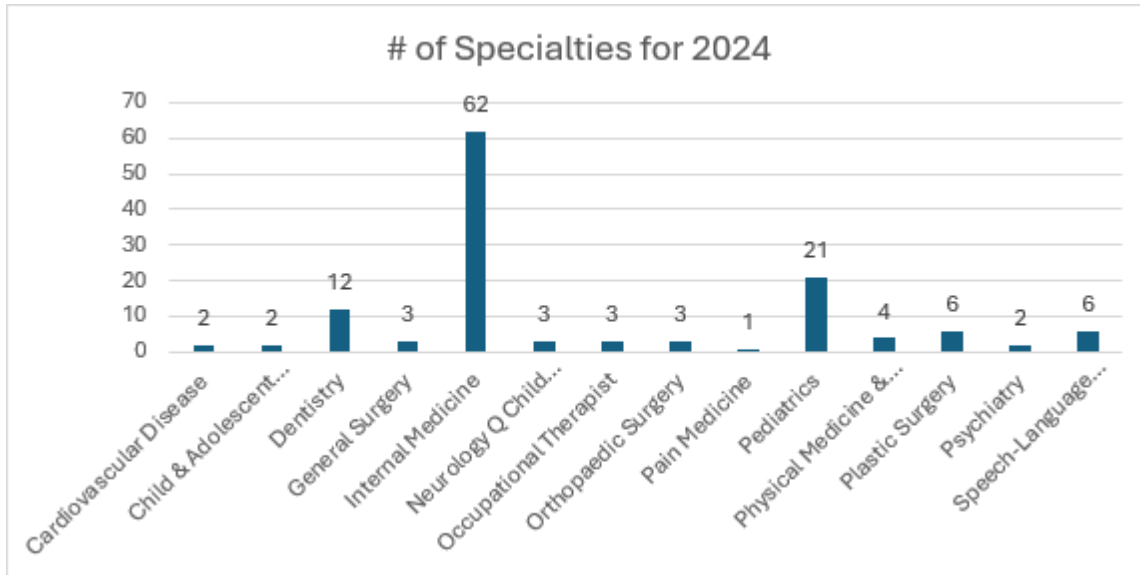


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Appendix 2 - Historical Data (continued)

2024

Total Number of Reviews	130
Estimated Number of Hours	306

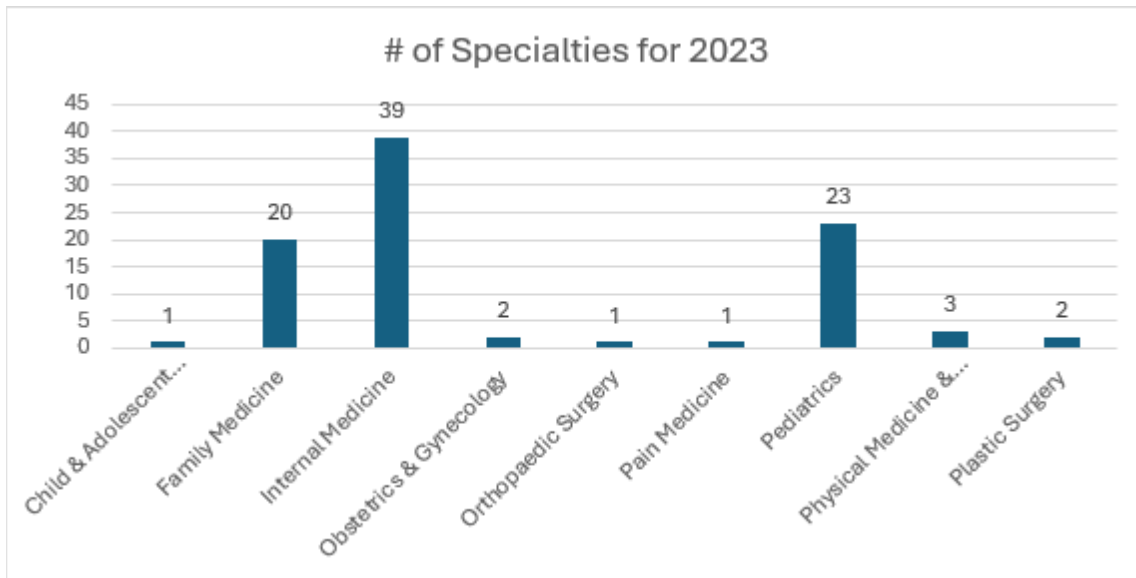


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Appendix 2 - Historical Data (continued)

2023

Total Number of Reviews	92
Estimated Number of Hours	170



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Appendix 3 – Contract Draft



CONTRACTUAL AGREEMENT
BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI
AND
(Contractor's Name)

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 (Contractor's Name), hereinafter referred to as "Contractor," for the performance of professional services.

WHEREAS, DOM has a need for professional services related to independent medical review consultations for State Fair Hearings and/or State Administrative Hearings;

WHEREAS, DOM issued Invitation for Bids (IFB) No. 20251031/RFx No. 3160007625 for Medical Review Consultations and (# of Responses) vendors responded; and,

WHEREAS, Contractor submitted the lowest responsive and responsible bid;

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 the contract for the services required herein shall begin on February 9, 2026, and end on February 8, 2029, with one (1) two-year renewal option, at the discretion of DOM.**

II. **COST OF SERVICES:** As full and complete compensation for the services to be provided hereunder, DOM will pay Contractor as the rates provided below:

A. The compensation rates for professional services shall be as follows:

TERM	RATE
2/9/26 – 2/8/27	\$_____ per hour

2/9/27 – 2/8/28 \$_____ per hour
2/9/28 – 2/8/29 \$_____ per hour

B. Contractor shall not be reimbursed for travel.

III. SCOPE OF WORK: (As stated in the IFB)

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

V. BILLING AND DOCUMENTATION OF TIME: Billing for the above will be made by Contractor on a form prescribed by DOM for such purposes. The Contractor payment voucher shall be submitted monthly and include all services rendered for the identified month. Each invoice shall include, at a minimum, an invoice number, invoice period (specific dates covered by the invoice), date of services provided, detailed description of work performed (identify case reviewed and include all services rendered for each case), number of hours worked, hourly rate, and the DOM assigned contract number (located in the footer of this contract).

VI. PRIORITY: The contract consists of this agreement, the IFB No. 20251031/RFx No. 3160007625, attached hereto as Attachment A, and the Contractor's bid, submitted in response, attached hereto as Attachment B. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to Attachment A and, if still unresolved, by reference to Attachment B. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

VII. 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.

VIII. 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).

IX. 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.

- X. **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.
- XI. **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.
- XII. **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.
- XIII. **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.
- XIV. **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.
- XV. **E-PAYMENT:** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The DOM 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 DOM within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*
- XVI. **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 DOM due to Contract cancellation or loss of license or permit to do business in the state.
- XVII. **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.

XVIII. CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: By executing the 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 DOM prior to contract execution.

XIX. 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 DOM is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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 DOM 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.*

XXIV. 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.

XXV. TERMINATION:

A. *Termination for Convenience.* The DOM may, when the interests of the DOM so require, terminate this contract in whole or in part, for the convenience of the DOM. 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.

B. *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.

C. *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 Termination for Convenience of this Article. 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.

XXVI. **NONPERFORMANCE 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, 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.

XXVII. PROCEDURE ON TERMINATION:

A. 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 at no cost to DOM;
- (5) Complete the performance of the work not terminated by the Notice of Termination;
- (6) Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest.

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.

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

In the event of the failure of the Contractor and DOM to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this Contract, 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 rights, as stated under Disputes, as referenced in Article XLVIII, from any such determination made by DOM.

XXVIII. 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 Article XXVII, 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.

XXIX. 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.

XXX. ATTORNEYS' 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.

XXXI. 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.

XXXII. AUTHORITY TO CONTRACT: Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

XXXIII. CONFIDENTIALITY: DOM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to DOM by Contractor, DOM shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The DOM shall not be liable to the Contractor for disclosure of information required by court order or required by law.

XXXIV. 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 the DOM shall be null and void. Approval of a subcontract by the DOM shall not be deemed to be approval of the incurrence of any additional obligation of the 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.

XXXV. 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 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.

XXXVI. INDEMNIFICATION:

A. General Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the 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, employees and/or subcontractors in the performance of or failure to perform 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.

B. 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.

XXXVII. STATUS OF THE CONTRACTOR:

A. 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 the DOM. Nothing contained herein shall be deemed or construed by the 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 the DOM and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the DOM or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the DOM and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the DOM. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DOM, and the DOM shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The 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, the DOM shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the DOM for its employees.

B. *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.

Contractor agrees to maintain a drug free workplace in accordance with its executed DHHS Drug Free Workplace Certificate.

XXXVIII. 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.

A. *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. While DOM is tax exempt, DOM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

B. *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.

C. *Health Insurance Portability and Accountability Act of 1996 (HIPAA).* All activities under this Agreement regarding the exchange of information and data between DOM and Contractor shall be performed in accordance with 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 and its implementing regulations, as amended, 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 requirements herein. Contractor shall not disclose any confidential

information to a third party without specific written consent of the other party. In the event that Contractor 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, Contractor shall promptly inform DOM, at least five (5) days in advance of any disclosure so that DOM may take appropriate steps to address the disclosure, if needed. Contractor shall thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and Business Associate Agreement requirements herein. 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.

D. 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.

E. 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.

F. 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 regulation or any other state's laws and regulations.

The Contractor shall notify DOM 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.

Contractor should be aware that the unredacted version of its bid is considered a public record. If a redacted version will not satisfy a requestor and 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 IFB, the unredacted version will be considered a public document that contains no confidential information of the Contractor.

XXXIX. 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~~ Contractor 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.

XL. 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.

XLI. RECORDS RETENTION REQUIREMENTS AND AUDIT PROCEDURES: The Contractor shall maintain detailed records (financial records, supporting documents, statistical reports, and all other records pertinent to this contract) evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contractor, and complaints, for the purpose of audit and evaluation by DOM and/or other federal or state personnel. All records 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 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 for a period of one (1) year following resolution of the audit or litigation.

XLII. NOTICES: All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested to the party to whom the notice should be given at the address set forth below. A copy of any such notice shall also be sent by email to the address 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 Contractor:

Name, Title

Address

City, State, Zip

Email

For DOM:

Executive Director

550 High Street, Suite 1000

Jackson, Mississippi

Contracts@medicaid.ms.gov

XLIII. 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.

XLIV. 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.

XLV. RIGHT OF INSPECTIONS: 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 Control Unit (MFCU), 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 the 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, timeliness of services and reasonableness of cost.

XLVI. INTERPRETATIONS/CHANGES/DISPUTES: Refer to Article VI of this 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 Contract. Any ambiguity in the Contract shall be construed in favor of DOM.

XLVII. 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.

XLVIII. DISPUTES: Any dispute concerning the contract which is not disposed of by agreement shall be decided by the Executive Director of DOM who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive, 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 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 their representative.

XLIX. 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 and in a manner or format specified by DOM, upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from DOM to use such workpapers, subject to any copyright protections.

L. COPYRIGHTS: If applicable, 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.

LI. 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.

LII. 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.

LIII. 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.

LIV. 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.

LV. 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.

LVI. BUSINESS ASSOCIATE AGREEMENT: In consideration of the mutual promises herein 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 agree as follows:

DOM is a Health Plan as defined by the *Health Insurance Portability and Accountability Act of 1996* (HIPAA) and is, therefore, a HIPAA-covered entity. Contractor is a Business Associate of DOM's, as defined in HIPAA.

Pursuant to HIPAA (as amended by the *Genetic Information Nondiscrimination Act* ("GINA") of 2008 and the *Health Information Technology for Economic and Clinical Health Act* ("HITECH Act"), Title XIII of Division A, and Title IV of Division B of the *American Recovery and Reinvestment Act* ("ARRA") of 2009) and 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") DOM and Contractor enter this Agreement to obtain satisfactory assurances that Contractor will comply with and appropriately safeguard all Protected Health Information ("PHI") created, received, maintained, or transmitted by Contractor from or on behalf of DOM.

Certain provisions of HIPAA and its implementing regulations apply to Contractor in the same manner as they apply to DOM and all provisions of HIPAA applicable to Contractor are incorporated into this Agreement.

The scope of services contained in this Agreement require Contractor to perform certain functions, activities, or services to, for, or on behalf of DOM involving the disclosure of PHI by DOM to Contractor, and/or the creation, receipt, maintenance, or transmission of PHI by Contractor.

A. Definitions

All terms shall have the meanings assigned in HIPAA and its implementing regulations. Additionally, the following terms shall have the meanings outlined herein:

- i. "Affiliate" shall mean any entity that controls, is controlled by or is under common control with the Business Associate as well as any entity that is a subsidiary of an entity that controls the Business Associate.
- ii. "Business Associate" shall also include all workforce members, representatives, agents, successors, heirs, and permitted assigns of Business Associate.
- iii. "ePHI" shall mean Electronic Protected Health Information.
- iv. "Incident" means, with respect to PHI in Business Associate's custody or control, (i) any successful Security Incident, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration, or other event in which PHI cannot be accounted for. Unless otherwise required by applicable laws, Successful Security Incidents shall not include pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in or is related to unauthorized Access, Use, or Disclosure of PHI.
- v. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

B. *Obligations of Contractor as a Business Associate of DOM*

- i. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by the Service Agreement or as Required by Law.
- ii. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI (ePHI) to prevent Use or Disclosure of PHI other than as provided for by this Agreement.
- iii. 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.
- iv. 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.
- v. 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 DOM 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.
- vi. Business Associate agrees to fully cooperate, coordinate with, and assist DOM in gathering information necessary to notify the affected individuals and government agencies following an Incident to ensure that any notices sent in connection with the Incident are, subject to 45 C.F.R. § 164.412, sent without unreasonable delay, and in no case more than 60 days after discovery of the Incident, and perform such notifications if so required by DOM in its sole discretion.
- vii. 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 in violation of the requirements of this Agreement and take prompt steps to prevent the recurrence of any Incident, including any action required by applicable federal and state laws and regulations.
- viii. Business Associate agrees to be solely responsible for all costs and expenses incurred as a result of an Incident, including costs associated with mitigation of the Incident and preparation and delivery of notices to affected individuals and government agencies.
- ix. With respect to an Incident, deliver to DOM within fifteen (15) business days after discovery of an Incident a written corrective action plan ("CAP") describing, at a minimum, the measures Business Associate has taken and intends to take to halt or contain the Incident and mitigate the effects of the Incident, and, if the CAP is approved by DOM, promptly and fully implement any remaining requirements of the CAP.

x. 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 (ePHI) 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.

xi. 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.

xii. 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.

xiii. 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.

xiv. Business Associate agrees to provide to DOM or an Individual, in a time and manner designated by DOM, information collected by Business Associate which would be necessary for DOM to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

xv. 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.

xvi. 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.

xvii. 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.

xviii. 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.

C. *Permitted Uses and Disclosures by Business Associate*

- i. 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 this Agreement, provided that such Use or Disclosure would not violate what is required by Law or the Privacy Rule if done by DOM.
- ii. 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.
- iii. 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.
- iv. 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).

D. *Obligations of DOM*

- i. DOM shall provide, via its external website at www.medicaid.ms.gov, Business Associate with the Notice of Privacy Practices that DOM produces in accordance with 45 C.F.R. § 164.520, accessible
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

E. *Term and Termination*

- i. 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.
- ii. Upon DOM's knowledge of a material Breach or Violation by Business Associate, DOM shall, at its discretion, either provide an opportunity for Business Associate to cure the Breach or end the Violation and terminate this Agreement if Business Associate does not cure the Breach or end the

Violation within the time specified by DOM, or immediately terminate this Agreement if Business Associate has Breached a material term of this Agreement and cure is not possible.

iii. Effect of Termination.

Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all remaining 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. Business Associate shall certify the return and/or destruction/sanitization of the PHI in writing upon termination of this Agreement.

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 the 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.

F. *Miscellaneous*

i. 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.

ii. Any ambiguity in this Agreement shall be resolved to permit DOM to comply with HIPAA, its implementing regulations, and all other applicable law relating to the security and privacy of PHI.

iii. 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.

iv. 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.

[remainder of this page left intentionally blank]

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

MISSISSIPPI DIVISION OF MEDICAID

CONTRACTOR’S NAME

BY:_____

BY:_____

CINDY BRADSHAW
EXECUTIVE DIRECTOR

AUTHORIZED SIGNATORY’S NAME
TITLE

DATE:_____

DATE:_____