

**INTERAGENCY AGREEMENT
BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI
AND
THE MISSISSIPPI DEPARTMENT OF CORRECTIONS**

THIS AGREEMENT made and entered into by and between **DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR**, an administrative agency of the **STATE OF MISSISSIPPI**, herein referred to as "DOM" and the **MISSISSIPPI DEPARTMENT OF CORRECTIONS** an administrative agency of the **STATE OF MISSISSIPPI**, hereinafter referred to as the "MDOC."

WHEREAS, under and by virtue of Miss. Code Ann. § 43-13-101, *et seq.*, as amended, DOM is designated as the "single state agency" and is authorized and empowered to administer the provisions of the Medical Assistance Program as enacted by the Mississippi State Legislature in compliance with Title XIX of the Federal Social Security Act, as amended;

WHEREAS, MDOC is created under and by virtue of Miss. Code Ann. § 47-5-1, *et seq.*, and in furtherance of the objectives of Miss. Code Ann. § 47-5-179, MDOC is responsible for providing medical care for inmates under its authority;

WHEREAS, DOM is authorized to pay for covered medical care and services authorized under the Medicaid State Plan for Medical Assistance rendered to a Medicaid eligible inmate provided such inmate becomes an inpatient at a medical institution such as a hospital, nursing facility, juvenile psychiatric facility, or intermediate care facility; and

WHEREAS, in furtherance of House Bill 602 from the 2015 regular session of the Mississippi Legislature, which established the Reentry Council, DOM and MDOC agree to work collaboratively to have Medicaid eligible inmates qualified for Medicaid prior to leaving the institutions in an attempt to combat recidivism, ensure these individuals have access to the

necessary medications, increase public safety, and generally assist former inmates in their return to the general population.

NOW, THEREFORE, in furtherance of the mutual responsibilities of the parties hereto, this Agreement is entered into by and between the parties upon the following terms, provisions, and conditions hereinafter stated:

I. SCOPE OF WORK:

- A. DOM shall process applications for Medicaid eligibility received from MDOC inmates. If determined to be eligible, DOM shall agree to reimburse Medicaid providers for care and services authorized under the Medicaid State Plan for Medical Assistance rendered to inmates while an inpatient at a facility as described above. Services rendered in a prison hospital or services rendered in a clinic or outpatient setting shall not be reimbursed by DOM. Such services shall be authorized for coverage by the approved State Plan for Medical Assistance and provided and billed as outlined in the Medicaid Provider Policy Manual. Providers seeking reimbursement from DOM for services rendered to inmates are bound to follow all rules and regulations of DOM. Refer to Section IV., COST FOR SERVICES. Also, if determined to be eligible, DOM will suspend the inmate's eligibility while still incarcerated. Further, as long as inmate remains Medicaid eligible, DOM will continue Medicaid eligibility upon timely notification of release by MDOC. Refer to Sections I.C. and I.D. below. In order to ensure satisfactory performance under this Agreement and to achieve the state goals, MDOC shall complete all training requirements imposed by DOM. DOM may request, and MDOC shall provide within three (3) business days, a list of all employees delegated responsibility for the work in Sections I.B.-D. below.
- B. Medicaid Enrollment Process for Inmates Receiving Covered Services:
1. Inmate has received potentially eligible Medicaid services in a community hospital or inpatient labor and delivery is concluded. The inmate's counselor will communicate this information immediately to the central MDOC Medical Billing Office.
 2. If authorized by inmate, the MDOC Medical Billing Office will complete the appropriate Medicaid application. Information to complete the application will come from the MDOC inmate record, if authorized, or directly from the inmate. If additional information is needed then the MDOC Medical Billing Office will communicate with the inmate's counselor.
 3. The Medicaid application for all MDOC inmates will list the MDOC central office as the home address.
 4. The Medicaid application will be signed by the inmate or the inmate's designated representative. The designated representative is selected by the inmate and could be a family member, an authorized representative (such as a legal guardian or attorney), or the MDOC employee authorized by the MDOC Commissioner to sign the Medicaid application, if the inmate lacks capacity to make such decisions. The application must

- include verification from MDOC as to the date(s) of admission and discharge and the specific name(s) of the Medicaid facility where the inmate was an inpatient.
5. The Medicaid application will be sent to DOM's Office of Eligibility at 550 High Street, Suite 200, Jackson MS 39201.
 6. DOM will process the application and send its eligibility decision to the address listed on the application.
- C. Medicaid Identification and Suspension Process for Inmates Newly Incarcerated Eligible for Medicaid at Time of Incarceration and Remaining Eligible:
1. DOM and MDOC will establish a file matching process, to be performed quarterly, to identify newly incarcerated inmates.
 2. DOM will match the MDOC inmate file against current Medicaid eligibles to identify inmates eligible for Medicaid at time of incarceration. DOM will then determine whether the inmate remains eligible. If the inmate does not remain eligible, benefits will be terminated. If the inmate remains eligible, benefits will be suspended for as long as eligibility exists for the inmate.
 3. During a period of suspension, an incarcerated inmate is not eligible for claims payment unless the inmate is hospitalized and receives covered Medicaid services. MDOC will notify DOM when hospitalization has occurred and provide verification of date(s) of admission and discharge and the specific name(s) of the Medicaid facility where the inmate was an inpatient. DOM will activate eligibility for the period of hospitalization and suspend benefits after discharge. Refer to Section I.B. above.
 4. During the eligibility suspension period, an inmate is subject to eligibility reviews and annual renewals.
 - a. DOM will attempt an administrative review for each suspended inmate due for annual renewal. Otherwise if an administrative review is not possible, DOM will ensure MDOC receives annual renewal packets for inmates in suspension status.
 - b. MDOC will receive and distribute renewal packets to identified inmates.
 5. MDOC will assist the inmates in completing the renewal packets in accordance with this Agreement:
 - a. If authorized by inmate, the MDOC Medical Billing Office will complete the appropriate Medicaid renewal. Information to complete the application will come from the MDOC inmate record, if authorized, or directly from the inmate. If additional information is needed then the MDOC Medical Billing Office will communicate with the inmate's counselor who will communicate with the inmate as needed.
 - b. The Medicaid renewal for all MDOC inmates will list the MDOC central office as the home address.
 - c. The Medicaid renewal will be signed by the inmate or the inmate's designated representative. The designated representative is selected by the inmate and could be a family member, an authorized representative (such as a legal guardian or attorney), or the MDOC employee authorized by the MDOC Commissioner to sign the Medicaid application, if the inmate lacks capacity to make such decisions.

- d. The Medicaid renewal will be sent to DOM's Office of Eligibility at 550 High Street, Suite 200, Jackson MS 39201.
 6. The eligibility decision resulting from the annual review will be sent to the address listed on the application.
 - a. If the inmate remains Medicaid eligible, DOM will continue to suspend the inmate's eligibility while incarcerated.
 - b. Upon notification by MDOC of release of an inmate whose Medicaid benefits are subject to suspension, DOM will ensure the individual will have Medicaid eligibility and access to care at time of release. MDOC will provide a post-release address for the inmate being released, if known. Within 3 months of the release date, the former inmate will undergo a full review of Medicaid eligibility based on current circumstances. DOM will notify the former inmate of the need to renew Medicaid eligibility.
- D. Medicaid Enrollment Process for Inmates Medicaid Eligible Pre-Release:
1. Applications may be filed for other inmates not identified for suspension as described in Section I.C.
 2. DOM will ensure MDOC receives initial application packets to copy as needed for use to file applications for other inmates, i.e., applications for hospitalized inmates and pre-release applications. Pre-release applications should be filed at least 4 months in advance of the anticipated release date to ensure availability of benefits upon release, provided the inmate is determined eligible. For hospitalized inmates, verification of date(s) of admission and discharge and the specific name(s) of the Medicaid facility where the inmate was an inpatient will be required.
 3. MDOC will assist the inmates in completing the initial application.
 - a. If authorized by inmate, the MDOC Medical Billing Office will complete the appropriate Medicaid application. Information to complete the application will come from the MDOC inmate record, if authorized, or directly from the inmate. If additional information is needed then the MDOC Medical Billing Office will communicate with the inmate's counselor who will communicate with the inmate as needed.
 - b. The Medicaid application for all MDOC inmates will list the MDOC central office as the home address.
 - c. The Medicaid application will be signed by the inmate or the inmate's designated representative. The designated representative is selected by the inmate and could be a family member, an authorized representative (such as a legal guardian or attorney), or the MDOC employee authorized by the MDOC Commissioner to sign the Medicaid application, if the inmate lacks capacity to make such decisions.
 - d. The Medicaid application will be sent to DOM's Office of Eligibility at 550 High Street, Suite 200, Jackson MS 39201.
 4. The eligibility decision resulting from the application will be sent to the address listed on the application. Medicaid benefits for an eligible pre-release inmate will be placed in suspension until DOM is notified by MDOC of the inmate's release. DOM will ensure the individual has Medicaid eligibility and access to care at time of release. MDOC will provide a post-release address for the inmate, if known. Within 3 months

of the release date, the former inmate will undergo a full review of Medicaid eligibility based on current circumstances. DOM will notify the former inmate of the need to renew Medicaid eligibility.

- II. **PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on July 1, 2016, and shall expire on June 30, 2018, unless this Agreement is terminated pursuant to paragraph VIII (Termination). The Agreement may be extended upon mutual agreement of the parties for up to two one-year renewals.
- III. **COORDINATION OF SERVICES:** MDOC shall coordinate the performance of the services to be provided hereunder with and through DOM's Office of Eligibility and consult with such Office on specific courses of action, which should be pursued.
- IV. **COST FOR SERVICES:** In carrying out the functions as set forth in this Agreement, MDOC agrees to reimburse DOM for the state matching funds or non-federal funds necessary for the payment of medical claims to providers related to inpatient services provided to inmates deemed eligible for Medicaid. Reimbursement shall be made from monthly billings submitted by DOM to MDOC, which set forth in detail the actual expenses incurred for the non-federal share due to medical claims DOM paid on behalf of an inmate. MDOC will make an intergovernmental transfer of funds to MDOM in the amount of the state required match.

The records substantiating these billings will be subject to audit by the employees of MDOC, DOM, the Attorney General's office, the State Auditor's office, and any other state or federal cognizance agency with the authority to audit such funds, with adjustments of payments made in accordance with verification of services rendered and expenses incurred.

MDOC shall process all medical claims as follows:

- A. Medical provider submits a medical claim to MDOC for any inmate it serves:
 - 1. If the inmate is enrolled in Medicaid, MDOC notifies the provider that the inmate is Medicaid eligible. The provider then submits the claim to DOM and DOM processes the claim and pays based on the appropriate Medicaid rate(s).
 - a. To assure proper reimbursement and/or adjustments between DOM and MDOC, the provider shall bill DOM through its Fiscal Agent for covered services, but not in excess of fees as addressed above, and in accordance with the terms and conditions of the Provider Agreement to be executed by and between DOM and the provider and in accordance with DOM's Medicaid Provider Policy Manual and Title 23 of the Mississippi Administrative Code.
 - b. MDOC shall ensure that all approved providers bill DOM for all covered services provided within the state's fiscal year not later than thirty (30) days after the close of that fiscal year (June 30).
 - 2. If the inmate is not enrolled in Medicaid or the claim is for a service not covered by DOM, MDOC pays the provider based on a rate(s) agreed upon between MDOM and the provider.

- V. **NON-ASSIGNMENT AND SUBCONTRACTING:** None of the work to be performed under this Agreement shall be subcontracted other than that which has been currently specified by MDOC embracing subcontracted responsibilities or otherwise assigned without prior approval of DOM. Any subcontract authorized under this Agreement must be in writing with the subcontractor's functions and duties clearly identified. It is specifically agreed that any subcontract let by MDOC, after approval of DOM, shall be made subject to the provisions of this Agreement, the precise commitments of MDOC as set out herein, and all applicable federal and state laws and regulations. Nothing contained herein shall be construed to exempt a subcontractor from any of the provisions or commitments of this Agreement. If MDOC should be subcontracting any of the services under this Agreement, it will establish monitoring procedures to review and evaluate the subcontractors' performance and compliance with the terms and conditions of the Agreement. If MDOC should subcontract any services under this Agreement, it will assure that Medicaid beneficiaries have freedom of choice of subcontractors/providers for services.
- VI. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement.
- VII. **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 of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DOM, said insufficiencies shall constitute grounds for the voidance of this Agreement, without damage, penalty, cost or expenses to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Notice of termination under this paragraph need not comply with the 30 day requirement set forth in paragraph VIII (Termination) below.
- VIII. **TERMINATION:** Either party may terminate this Agreement at any time, with or without case, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, MDOC may be entitled to receive just and equitable compensation for any specific services completed in a manner satisfactory to DOM prior to the date of termination. Such compensation shall be determined by DOM.
- IX. **TITLE XIX NONCOMPLIANCE:** It is expressly understood and agreed that MDOC will return to DOM any funds paid pursuant to this Agreement that are the subject of any Title XIX noncompliance arising out of or connected with the services. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of DOM through the actions or inactions of MDOC for which MDOC is responsible under this Agreement to meet

the requirements of Title XIX of the federal Social Security Act, and any regulations promulgated by DHHS, CMS, or DOM in connection therewith.

- X. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
- XI. CONFIDENTIALITY:** MDOC agrees that it shall not use or disclose for any purpose, except as provided for in this Agreement and any applicable Business Associate Agreement, Nondisclosure Agreement, and/or Data Use Agreement, any information concerning any recipient of services or provider of services that it may have access to or have knowledge of as a result of providing services to DOM. However, the obligation of confidentiality shall not apply to information that is required to be disclosed pursuant to law or the legal process. If MDOC must disclose such information pursuant to law or legal process, MDOC shall notify the Division without unreasonable delay and at least five (5) days in advance of any disclosure so that the Division may take appropriate steps to address the disclosure, if needed. This confidentiality agreement survives the term of the Agreement between DOM and MDOC.
- XII. APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. MDOC shall comply with applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified.
- XIII. NON-DISCRIMINATION:** In connection with the performance and obligations of work under this Agreement, MDOC understands that DOM is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, religion, or any other consideration made unlawful by federal, State of Mississippi, or local laws. All such discrimination is unlawful and MDOC agrees during the term of the Agreement that MDOC will strictly adhere to this policy in its employment practices and provision of services, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment. MDOC shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws, regulations, policies, and procedures related to unlawful discrimination, as now existing and as may be amended or modified.
- XIV. RESOLUTION OF FACTUAL DISPUTES:** If possible, any dispute concerning a question of fact arising under this Agreement shall be resolved through good faith negotiations between duly authorized representatives of DOM and MDOC.

- XV. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Agreement.
- XVI. NON-WAIVER OF OTHER RIGHTS, POWERS AND REMEDIES:** No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this Agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- XVII. INDEMNIFICATION:** MDOC's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to DOM or State under statute. MDOC shall require any authorized subcontractor or grantee whose services are engaged under the provisions of this Agreement to indemnify, defend, save, and hold harmless, protect, and exonerate DOM, DOM's employees, agents, and representatives, MDOC, MDOC's employees, agents, and representatives, and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, and costs of any nature whatsoever (including, without limitation, court costs, investigative fees and expenses, and attorney's fees) arising out of the Agreement by any subcontractor, including, but not limited to, any occurrence, omission, or commission of negligence of the agents, servants, and employees of any subcontractor performing services under the provisions of this Agreement. Such indemnification shall, likewise, cover any and all claims or losses resulting to any person or firm injured or damaged by the subcontractors by the publications, translation, reproduction, delivery, performance, use, or disposition of any data process or services rendered under this Agreement in any manner not authorized by the Agreement or the federal or state regulations or state statutes. In DOM's sole discretion, the subcontractor may be allowed to control the defense of any such claim, suit, etc. In the event the subcontractor defends said claim, suit, etc., the subcontractor shall use legal counsel acceptable to DOM. The subcontractor shall be solely responsible for all costs and/or expenses associated with such defense, and DOM shall be entitled to participate in said defense. The subcontractor shall not settle any claim, suit, etc. without DOM's concurrence, which the State shall not unreasonably withhold.
- XVIII. THIRD PARTY ACTION NOTIFICATION:** MDOC shall give DOM prompt notice in writing of any action or suit filed, and prompt notice of any claim made against MDOC by any entity that may result in litigation related in any way to this Agreement.

- XIX. NOTICES:** Any notice from one party to the other under this Agreement shall be in writing and shall be sent to the other party by U.S. Mail, postage prepaid, at its principal business address, unless changed by either party hereto by written notice similarly given.
- XX. 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.
- XXI. FORCE MAJEURE:** Each party shall be 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. 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, MDOC shall notify DOM immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless DOM determines it to be in its best interest to terminate the Agreement.
- XXII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:** All activities under this Agreement regarding the exchange of information and data between the Division and Contractor shall be performed in accordance with all applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties and all applicable federal and/or State of Mississippi laws, rules, and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009) and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties, and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party and thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties. The provision herein shall survive the termination of the Agreement for

any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the parties following termination.

- XXIII. INSPECTIONS:** MDOC agrees that representatives of the Comptroller General, CMS, the General Accounting Office, the State Auditor, DOM and their authorized representatives shall have the right during regular business hours to inspect and copy MDOC's books and records pertaining to the extent and cost of services furnished to DOM or eligible recipients. MDOC shall cooperate fully with the request from any of the agencies listed above and shall furnish free of charge copies of all requested records.
- XXIV. RECORDS RETENTION AND AUDIT PROCEDURES:** MDOC shall maintain financial records, supporting documents, statistical reports, and all other records pertinent to this program for a period of six (6) years from the day of the last payment made by DOM to MDOC. However, if audit, litigation, or other legal action by or on behalf of the State or Federal Government has begun that is not completed at the end of the six (6) year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the six (6) year period, the records shall be retained until resolution.
- XXV. OTHER PROVISIONS:** MDOC 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 (HHS), pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on MDOC.
- XXVI. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA):** MDOC represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1 *et seq.* of the Mississippi Code Annotated (Supp. 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. MDOC agrees to maintain records of such compliance. Upon request of the State and approval of the Social Security Administration or Department of Homeland Security when required, MDOC agrees to provide a copy of each such verification. MDOC further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. MDOC understands and agrees that any breach of these warranties may subject MDOC to the following:
- A. termination of this Agreement for services and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;

- B. the loss of any license, permit, certification or other document granted to MDOC by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- C. both. In the event of such cancellation/termination, MDOC is liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

XXVII. TRANSPARENCY MISSISSIPPI: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Where applicable, this Agreement is also subject to the American Accountability and Transparency Act of 2009 (P.L. 111-5), and Section 31-7-13 of the Mississippi Code of 1972, as amended. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement is required to be posted to MDOC of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted by Contractor.

XXVIII. PUBLIC RECORDS ACT: Notwithstanding any provision to the contrary contained herein, it is recognized that DOM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to DOM pursuant to the Agreement, DOM shall promptly notify the disclosing party of such request and will respond to the request in accordance with the procedures and limitations set forth in applicable law. The disclosing party may promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

XXIX. INFEASIBLE OR IMPOSSIBLE PERFORMANCE: In the event federal and/or state law should be amended or judicially interpreted so as to render the fulfillment of this Agreement on the part of either party infeasible or impossible, or if a party to this Agreement should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the Title XIX program as a result of amendments or judicial interpretations, then, and in that event, MDOC and DOM shall be discharged from further responsibility created under the terms of the Agreement except for equitable settlement or adjustment of the respective accrued interests of the parties to the date of the termination.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS AGREEMENT.

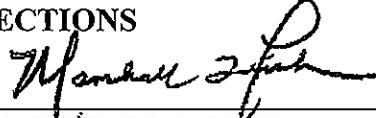
FOR DOM:

DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI

BY: 
DAVID J. DZIELAK, Ph.D.
EXECUTIVE DIRECTOR

FOR MDOC:

THE MISSISSIPPI DEPARTMENT OF
CORRECTIONS

BY: 
MARSHALL L. FISHER
COMMISSIONER

REVIEWED BY
MDOC LEGAL COUNSEL

DEC 07 2016

APPROVED FOR SIGNATURE



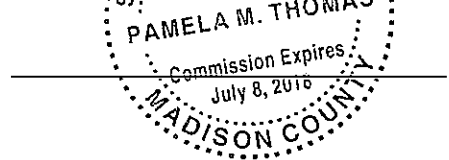
STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **DAVID J. DZIELAK**, in his official capacity as the duly appointed **Executive Director of the DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR**, an administrative agency of the State of Mississippi, who acknowledged to me, being first duly authorized by said agency that he signed and delivered the above and foregoing written Agreement for and on behalf of said agency, and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 19th day of December
A.D., 2016.

Pamela M. Thomas
NOTARY PUBLIC

MY COMMISSION EXPIRES:



STATE OF MISSISSIPPI
COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **MARSHALL FISHER**, in his official capacity as the duly appointed **Commissioner of the MISSISSIPPI DEPARTMENT OF CORRECTIONS**, an administrative agency of the State of Mississippi who acknowledged to me, being first duly authorized by said Department that he duly signed and delivered the above and foregoing written Agreement for and on behalf of said agency and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 15 day of December,
A.D., 2016.

Valeria Cotten Winder
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10/18/2020

