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DMH

Mississippi Department of Mental Health

MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

1101 Robert E. Lee Building, 239 North Lamar Street
Jackson, MS 39201

REQUEST FOR PROPOSALS

RFP Number: MSICAP_1

Date of Issue: March 16, 2015

INVENTORY FOR CLIENT AND AGENCY PLANNING (ICAP) ADMINISTRATION SERVICES

The DMH seeks a Contractor who has proven experience administering the Inventory for Client and Agency Planning (ICAP) for people with intellectual/developmental disabilities who are currently enrolled in or who have been approved for admission to the ID/DD Waiver. The purpose for administering the ICAP is for resource allocation and level of care determinations.

Contact:
Ashley Lacoste, Director
Division of Home and Community Based Services
Bureau of Intellectual/Developmental Disabilities
239 N. Lamar Street, Suite1101
Jackson, MS 39201
601-359-1288
Ashley.lacoste@dmh.state.ms.us

MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

REQUEST FOR PROPOSAL
For
INVENTORY FOR CLIENT AND AGENCY PLANNING (ICAP) ADMINISTRATION SERVICES

1 INTRODUCTION

1.1 Overview

The Department of Mental Health (DMH) is seeking an experienced Contractor to administer and score the Inventory for Client and Agency Planning (ICAP) for use in resource allocation and level of care (LOC) determinations for the Intellectual Disabilities/Developmental Disabilities Waiver (ID/DD Waiver).

The Department of Mental Health (DMH) plans to use the Inventory for Client and Agency Planning (ICAP) to assess and determine resource allocation and level of care determination (LOC) for people enrolled in and approved for enrollment in the ID/DD Waiver. In year one (1) (7/1/15-6/30/16), all ID/DD Waiver participants will receive the ICAP for both resource allocation and level of care determination. In years two (2) (7/1/16-6/30/17) and three (3) (7/1/17-6/30/18), one-third (1/3) of enrollees in each year will receive the ICAP for resource allocation. If the contract is extended into year four (4), one-third (1/3) of the enrollees will receive ICAPs for both resource allocation and level of care. In year five (5), the next one-third (1/3) will receive it for both resource allocation and level of care, and so on. People being initially enrolled in the ID/DD Waiver will receive the ICAP for both resource allocation and level of care determination.

The ICAP assessment tool is administered and scored as indicated in the ICAP Examiner's Manual. The service level and service score are based on a combination of responses obtained from two (2) respondent(s) who have known and worked with the person on a routine basis for at least three (3) consecutive months.

The effective date of this contract will be July 1, 2015. The contract's term will be for three (3) years, to be renewable for two (2) additional one-year terms, based solely on the discretion of the DMH. This contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Regulations*, a copy of which is available from the Mississippi State Personnel Board located at 210 E. Capitol Street, Suite 800, Jackson, Mississippi 39201, or by accessing their website at www.mspb.ms.gov.

1.2 Instructions to Offerors

Proposals must be received by the Department of Mental Health in Jackson, Mississippi, no later than 5:00 p.m. CST, Friday, April 17, 2015. Proposals must be submitted in writing with appropriate certification signatures as indicated. Your proposal should be organized as follows:

1. Introduction
2. Responses to Proposal Requirements (See **Section 2**)
3. Scope of Service, Deliverables and Signed Statement Regarding Provider Agencies (See **Section 3**)
4. Signed Statement of Compliance (See **Section 4**)
5. Other Required Content (See **Section 5**)
6. Implementation Plan and Timelines
7. Resumes for Key Staff
8. Signed Pricing (See **Section 6**)
9. Any Additional Information Not Specifically Requested

In preparing the response to RFP question or requests for information, repeat each question or requirement and then state the response. Provide complete answers and explain all issues in a concise, direct manner. If for some reason a direct response cannot be provided (e.g. the company does not collect or furnish certain information), indicate the reason rather than providing general information that fails to answer the question.

All information requested is considered important. If there is additional information the Offeror would like to provide, include it as an appendix. The information contained in the response to this RFP will be used by the DMH in determining whether or not the company will be selected.
The proposal the DMH selects will be a working document. As such, the DMH will consider the proposal an integral part of any final contract and will expect that all representations made in the proposal will be honored.

It is the Offeror's sole responsibility to submit information relative to the evaluation of the proposal and the DMH is under no obligation to solicit such information if it is not included with the proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of the DMH and will not be returned to the Offeror.

FAILURE TO PROVIDE ALL REQUESTED INFORMATION MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.

1.3 Important Dates

NOTE: DMH reserves the right to adjust this schedule.

RFP released by DMH – Monday, March 16, 2015
Offeror Questions due to DMH – Wednesday, April 1, 2015
Answers to Offerers – Friday, April 3, 2015
Proposals Due to DMH – Friday, April 17, 2015
Proposals Opened by DMH – Monday, April 20, 2015
Contractor Selected – Tuesday, April 28, 2015
Debriefing Request Deadline – Friday, May 1, 2015
Vendor Debriefing – Friday, May 8, 2015
Contract Effective Date – Wednesday, July 1, 2015
(Pending approval of Personal Services Contract Review Board)

Proposals must be received by the Mississippi Department of Mental Health in Jackson, Mississippi by 5:00 p.m. CST, Friday, April 17, 2015. Any proposal received after the deadline will not be considered.

Proposals must be delivered in a sealed package and clearly labeled with the words, "MS-ICAP Proposal - Do Not Open" prominently displayed on the outside of the package. Proposals will be opened at 9:00 a.m. CST on Monday, April 20, 2015.

Offerors must submit one (1) bound original, one (1) unbound copy and either a CD or USB flashdrive with the proposal in electronic format to the following:

Ashley Lacoste
Mississippi Department of Mental Health
239 North Lamar Street
Suite 1101
Jackson, MS 39201

1.4 Questions/Requests for Clarification Regarding RFP Content

Questions and/or requests for clarification regarding RFP content must be submitted via email to ashley.lacoste@dmh.state.ms.us and must be received by 5:00 p.m., CST, April 1, 2015. Responses to Offeror questions received by this date will be emailed by 5:00 p.m., CST, April 3, 2015.

2 PROPOSAL REQUIREMENTS

2.1 Statement of Compliance

Section 4 contains a Statement of Compliance. Please review this entire RFP carefully and include a Statement of Compliance signed by an officer, principal or owner of the firm with the completed proposal. Failure to submit a signed Statement of Compliance will result in the proposal being eliminated from further consideration.

2.2 Corrections and Clarifications

The DMH reserves the right to request clarifications or corrections to proposals. Any proposal received which does not follow the Instructions included in this RFP or does not comply with other requirements of this RFP, including clarification or correction requests, may be considered to be "non-responsive" and may be rejected.

2.3 Right of Negotiation

Discussions and negotiations regarding price and other matters may be conducted with Offeror(s) who submit proposals determined to be reasonably adequate for being selected for award, but proposals may be accepted without such discussions. The DMH reserves the right to further clarify and/or negotiate with the "Offeror evaluated best" following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the DMH. The DMH also reserves the right to move to the next best Offeror if negotiations do not lead to a final contract with the best Offeror. The DMH reserves the right to further clarify and/or negotiate with the Offeror(s) on any matter submitted.

2.4 Acknowledgment of RFP Amendments

Offerors shall acknowledge receipt of any amendment to the RFP by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the amendment form.

2.5 Prospective Contractor's Representation Regarding Contingent Fees

The Contractor represents that is has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

2.6 Certification of Independent Price Determination

By submission of a proposal, the Offeror certifies that the prices submitted in response to the RFP have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed.

2.7 Representation Regarding Gratuities

By submission of a proposal, the Offeror represents that it has not violated, is not violating, and that it will not violate any prohibition against gratuities as set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Services Contract Procurement Regulations*. A copy of the regulations may be obtained by contacting the Mississippi State Personnel Board located at 210 E. Capitol Street, Suite 800, Jackson, Mississippi 39201, or by accessing their website at www.mspb.ms.gov.

2.8 Duration of Proposal

Within the proposal, you must state that your proposal/offer is valid for a period of at least 180 days subsequent to the date of submission. The proposal shall become part of the contract in the event that the contract is awarded to your organization.

2.9 Withdrawal of a Proposal

A Offeror may withdraw a submitted proposal by sending a written notification of its withdrawal to DMH, signed by the Offeror, and faxed, e-mailed, or mailed to Ashley Lacoste, Department of Mental Health, 239 N. Lamar Street, Jackson, MS 39201, fax: 601-359-5330; email: Ashley.lacoste@dmh.state.ms.us no later than the established proposal due date. The DMH shall not accept any amendments, revisions, or alterations to proposals after the due date unless receipt would have been timely but for the action or inaction of DMH staff involved with the procurement activity. Offerors submitting late proposals which shall not be considered for award shall be so notified as soon as is practicable.

2.10 Cost of Proposal Preparation

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with DMH staff regarding its proposal shall be borne at the Offeror's expense.

2.11 Proposal Evaluation

All proposals received by the stated deadline will receive a comprehensive, fair and impartial evaluation. An evaluation committee made up of at least three (3) State employees will evaluate proposals. The evaluation of any proposal(s) may be suspended and/or terminated at DMH's discretion, at any point during the evaluation process in which DMH determines that said proposal(s) and/or Offeror(s) fail to meet any of the mandatory requirements as stated in this RFP, the proposal(s) is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or DMH receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interest of DMH and/or the State of Mississippi.

The proposals will be evaluated in the following three-step process:

Step 1 - Compliance - Proposals received will be reviewed to determine if the following mandatory requirements of this RFP have been satisfied:

a. Proposal submission deadline met
b. Proposal requirements met
c. Required format followed
d. Original and requested number of copies of proposal provided
e. Scope of Service and Deliverables addressed
f. Signed Statement of Compliance provided and high degree of acceptance of contract terms provided
g. Resumes of Key Staff included
h. Signed Pricing included
i. Implementation schedule included

Failure to comply with the mandatory requirements may result in rejection of a proposal. Those proposals passing the Compliance step will be evaluated further. DMH reserves the right to waive minor informalities in a proposal in this step of the evaluation.

Step 2 - Analysis - In this step of the evaluation process, responses received will be evaluated relative to the cost and technical merits of each proposal. Areas include:

a. Understanding the project and its requirements

b. Management Plan for the project

c. Experience and Qualifications

d. Cost

Step 3 - Selection –DMH will contact the Offeror with the proposal that best meets DMH's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

2.12 Mississippi Public Records Act/Confidentiality of Proposals

Any proposal, including accompanying attachments, will be available for review by State of Mississippi personnel, DMH, members and staff of the Legislature and oversight boards, and DMH consultants. The proposal is further subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated. DMH understands that the Offeror may consider some of the information required to be provided in the proposal to be proprietary.

DMH requests that each page of the proposal that you consider confidential be on a different color paper than non-confidential pages and be marked "CONFIDENTIAL" in the upper right hand corner.

The statute listed above provides that you may request that prior to the release of any information that you will be notified by DMH of the request for the information and given sufficient time to seek protection from the appropriate court. If you do not obtain protection from the appropriate court, all information supplied whether marked confidential or not, may be released. DMH will accept no additional restrictions on the release of information contained in your proposal.

Any contract resulting from this RFP will be subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, the contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract on the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential Contractor 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 in accordance with MS Code Annotated Sections 25-61-9 and 79-23-1.

2.13 Right to Consider Historical Information

DMH reserves the right to consider historical information regarding the Offeror, whether gained from the proposal, question and answer conferences, references, or any other source during the evaluation process. This may include, but is not limited to, information from the DMH, as well as any other State or federal regulatory entity. Proposals will be kept as required by the MS Department of Archives and History.

2.14 Right to Reject, Cancel and/or Issue Another RFP

DMH specifically reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

2.15 Performance Bond

a. Offeror must agree to provide a performance guarantee to ensure timely and complete establishment of the contract and related services in the amount of two-hundred fifty thousand dollars ($250,000) or the annual cost for ICAP services provided, whichever is greater. If the Contractor chooses to make this guarantee in the form of a performance bond, DMH must be named as exclusive beneficiary.

b. Any failure of the Contractor to perform timely and complete services shall result in damages recoverable by DMH against the Contractor and/or the performance bond of at least the full amount of the Performance Bond ($250,000).

c. Upon DMH's agreement that the Contractor has fulfilled its implementation and transition responsibilities and related administrative services, any such performance bond shall be released.

2.16 Prior Experience

a. The Offeror must have three (3) years of prior experience in providing superior quality diagnostic, data management and training services to government entities that manage home and community based waiver services for individuals with intellectual and/or developmental disabilities (ID/DD).

b. The Offeror must have three (3) years of proven experience administering the Inventory for Client and Agency Planning (ICAP) for individuals with intellectual and/or development disabilities.

c. The Offeror and its administrative team must have three (3) years proven experience in the field of intellectual and developmental disabilities. Supervisory staff must be a professional clinician, special education administrator, or Qualified Intellectual/Developmental Disabilities Professional (QIDDP).

d. The Offeror must provide evidence of training from the authors/distributors of the Inventory for Client and Agency Planning or provide documentation of another source of ICAP-specific training. The Offeror and staff must be trained in a specific administration protocol established by the authors/distributors of Inventory for Client and Agency Planning. This protocol combines elements of the techniques used in original standardization studies as well as refinements developed by the ICAP authors/distributors.

e. The Offeror is also required to provide references, as well as related project experience detail, in order to satisfy the DMH that the Offeror is qualified. The DMH may make reasonable investigations, as it deems necessary and proper, to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to DMH all information requested for this purpose. The DMH reserves the right to reject any proposal if the Offeror fails to convince the DMH that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described in this RFP.

f. An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal can be rejected.

3 SCOPE OF SERVICE AND DELIVERABLES

3.1 Scope of Service

a. The primary function of the ICAP Assessment Administrator will be to use the ICAP assessment tool to conduct face-to-face assessment interviews with a specified number of respondents, on a statewide basis, for the purpose of developing a thorough, detailed functional assessment for each person receiving ID/DD Waiver services and those who have been approved for enrollment.

b. For people currently enrolled in the ID/DD Waiver, the Contractor will be notified of the due date for each person's ICAP and be given 90-120 days to conduct the ICAP to determine his/her annual resource allocation and level of care. The Contractor will assign an evaluator, hired by the Contractor, in the region of the state in which the person enrolled in the ID/DD Waiver resides. The Contractor will be able to access all demographic and diagnostic information through Medicaid's LTSS System. It is the Contractor's responsibility to ensure the evaluator reviews the information in a timely manner so he/she can review and garner needed information prior to the assessment interviews.

c. The Contractor has 15 days from the date of notification to schedule and administer the ICAP face-to-face with two (2) respondents for each person who have known and worked with the person on a continuous basis for the last three (3) months and submit the scores electronically through Medicaid's LTSS System.

d. All level of care evaluations and resource allocation amounts are determined in year one (1) (7/1/15-6/30/16). In years two (2) (7/1/16-6/30/17) and three (3) (7/1/17-6/30/18), the Contractor will follow the same procedures but conduct the ICAP for only resource allocation on one-third of the people enrolled in the ID/DD Waiver each of those years as well as any new enrollees. ID/DD Waiver Support Coordinators will conduct the ICAP on people in years they do not receive the ICAP from the Contractor.

e. For initial admissions to the ID/DD Waiver, the Contractor is to administer and submit the ICAP data through Medicaid's LTSS System within fifteen (15) days of receipt of notice of the need for an assessment. The Diagnostic and Evaluation Team (D&E Team) will notify the Contractor and the Contractor will assign an evaluator who will schedule the interviews with at least two (2) respondents who have known and worked with the person on a continuous basis for the last three (3) months. The Contractor will be able to access all demographic and diagnostic information through Medicaid's LTSS System. It is the Contractor's responsibility to ensure the evaluator reviews the information in a timely manner so he/she can review and garner needed information prior to the assessment interview.

f. Each respondent will be interviewed privately and asked each of the items in the ICAP, followed by a discussion of problem behaviors. If the evaluator is unable to contact or locate any of the two (2) respondents, they will notify designated DMH staff for prior authorization to interview one (1) respondent.

g. Once interviews are complete, the evaluator will enter the results of each item into Medicaid's web-based LTSS System using a laptop or another approved device which has the ability to ensure protected healthcare information (PHI) is not inadvertently disclosed. Off-line scoring will be available.

h. The evaluators must be located strategically in specific regions of the state, their placement based on density of people currently receiving ID/DD Waiver services to minimize travel costs and expedite response time. The Contractor, as supervisor of the evaluators, will be responsible for all quality assurance reviews.

i. Each ICAP completed by an evaluator for the Contractor will be reviewed for compliance with the administration protocol and then be entered into Medicaid's web-based LTSS System which will score the ICAP. The Contractor will perform this function and be responsible for delivery of any information agreed upon by the Contractor and DMH to the designated DMH staff.

j. After entry of the completed ICAP data into Medicaid's web-based LTSS System, it is possible that the outcome may not be favorable to the individual. The Contractor must develop a method, agreed upon by the DMH, to address instances where a person/their guardian disagrees with the results.

k. The Contractor will perform an on-site overview of the ICAP to DMH staff and provider agencies as needed/requested by the DMH.

l. The Contractor and evaluators will not discuss the assessment process and will not reveal the outcome of any assessment to anyone, including the people being assessed, their guardians, or provider agencies. The highest degree of confidentiality must be maintained to protect PHI.

m. Regional evaluators will all be hired and trained by the Contractor. The Contractor must ensure that evaluators are able to remain objective with confidential information and are not involved with any initiatives determined by DMH to be a conflict of interest.

n. The Contractor will provide Professional Consultation daily on an "as-needed" basis to State of Mississippi staff only but will not include Professional Consultation to provider agencies. Responding Offerors will be required to complete a form attesting that they agree to this requirement.

o. The Contractor will not receive any form of funding from provider agencies that serve people receiving ID/DD Waiver services. Responding Offerors will be required to complete a form attesting that they agree to this requirement.

3.2 STATEMENT REGARDING PROVIDER AGENCIES

We have agreed to adhere to all conditions and requirements regarding communication with provider agencies. We will not provide Professional Consultation to provider agencies or receive any form of funding from provider agencies that serve people receiving ID/DD Waiver services.

_____ _____
Name Date

_____ _____
Title

_____ _____
Company

This statement regarding provider agencies must be signed by an official having the legal authority to contractually bind the company and must be included as part of the proposal submission.

3.3 Deliverables

The Contractor will be required to provide the following deliverables/services:

a. Contractor will complete approximately 2350 recertification and initial face-to-face ICAP assessments in a one-year period (July 1, 2015 – June 30, 2016) for the DMH. In subsequent years, one-third of the total enrolled number of people will be assessed. Payment will be reflective of only those services rendered for completed ICAPs. The number of ICAPs may vary year-to-year depending on funding and enrollment.

b. The Contractor will hire and train evaluators and supervisors in face-to-face training sessions in Mississippi in agreed upon locations. BIDD Staff may be present at these trainings.

c. The Contractor will provide overview training for the ICAP to DMH staff and provider agencies as requested.

d. The Contractor will administer ICAP assessments and enter the data into Medicaid's web-based LTSS System

e. The Contractor will perform phone consultation throughout the term of the contract.

f. The Contractor will have a state level supervisor, who resided in the state, to supervise and manage coordination of administration of the ICAPs.

g. If requested, the Contractor will assist with review and development of materials written and provided on the ICAP as it relates to resource allocation.

h. The Contractor and staff must use and be trained in a specific administration protocol established by authors/distributors of the ICAP. This specific protocol must also combine elements of the techniques used in original standardization studies as well as the refinements developed by the ICAP authors.

i. The Contractor and DMH will work cooperatively to obtain a licensing agreement from the publishers of the ICAP.

j. The Contractor will provide state-specific reports as requested and coordinated by designated DMH staff

k. The Contractor will train ID/DD Waiver Support Coordinators and 1915(i) Targeted Case Managers how to administer the ICAP. Training will be conducted during April, May, and June, 2016.

l. The Contractor will comply with all established timelines and annual or other agreed upon reporting requirements.

m. The Contractor must provide laptops or other approved devices needed to complete the ICAP using a web-based application (Medicaid's LTSS System) and specify provisions for ensuring the security of electronic PHI gathered by or contained within Contractor owned hardware.

4 STATEMENT OF COMPLIANCE

We have agreed to adhere to all conditions and requirements as set forth in the Mississippi Department of Mental Health's Request for Proposal for Inventory for Client and Agency Planning (ICAP) Assessment Administration Services, including the draft contract terms and conditions contained in Section 7 of this RFP:

_____ _____ _____

Name Date

_____ _____

Title

_____ _____

Company

This statement of compliance must be signed by an official having the legal authority to contractually bind the company and must be included as part of the proposal submission.

5 OTHER REQUIRED CONTENT

5.1 General Information

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, all proposals must be in writing and Offerors must follow the format set out in this RFP and provide all information requested.

a. State the full name of your organization, and describe its services and organizational structure, including your main and branch offices and, if different, the place of performance of the proposed contract, how long you have been in business, and your average number of full-time employees.

b. Proposals must include the complete name and address of the Offeror's firm and the name, mailing address, email address, fax number, and telephone number of the person the State should contact regarding the proposal.

c. Provide the names of states in which your organization is currently authorized, contracted, or licensed to provide the services requested within this RFP.

d. State if the proposed assessment team manager, any officers or principals and/or their immediate families are, or have been within the preceding 12 months, employees of the State of Mississippi.

e. Offerors must provide a listing of other contracts under which services similar in scope, size, or discipline to the required ICAP assessment administration services were performed or undertaken within the past five (5) years. Provide a reference name, full address, contact person, title, phone and fax number, e-mail address, list of services you provide(d), and the duration of the relationship with the Offeror.

f. The DMH requires that the ICAP Assessment Contractor shall cooperate with all DMH staff and all other Contractors of DMH or Medicaid in the on-going coordination and delivery of services and in any transfer of responsibility.

g. Has your organization ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.

h. During the past five (5) years, has your organization, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If so, provide details including dates and outcomes.

i. Provide an implementation chart outlining the specific tasks required, actions involved, and responsibilities of all parties during each phase of the project, and the corresponding dates.

j. Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

k. Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the DMH's project schedule.

l. Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet DMH's project schedule.

m. Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

n. Offerors must provide a narrative description of the organization of the ICAP project team and a personnel roster that identifies each person who will actually work on the contract including a specific contract manager and provide the following information about each person listed:

   a. Title
   b. Resume
   c. Location(s) where work will be performed
   d. Itemize the total cost and the number of estimated hours for each individual named above

o. Offerors must provide a cost proposal with an itemized budget that includes a listing of all direct and indirect costs associated with the performance of the contract, including but not limited to: total number of hours at various hourly rates, direct expenses, payroll, travel, supplies, equipment, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

p. Proposals must include the amount and type of liability insurance the Offeror will carry for this project. Part of the contract negotiation may include the need to add additional coverage as determined by the DMH and/or State.

5.2 Evaluation Criteria and Contractor Selection

All proposals will be evaluated to determine if they are responsive to required contents. They will then be evaluated using the criteria set out below. An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror. Three (3) or more DMH and/or Medicaid LTSS contractor staff will review the proposals.

1. Understanding the Project – 15%

   Proposals will be evaluated against the questions set out below:

   a. Has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?

   b. Has the Offeror demonstrated an understanding of the deliverables DMH expects it to provide?

   c. Has the Offeror demonstrated an understanding of the DMH time schedule and can meet it?

2. Management Plan for the Project – 30%

   Proposals will be evaluated against the questions set out below:

   a. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

   b. How well does the proposal indicate timelines will be met?

   c. Does the methodology depict a logical approach to fulfilling the requirements for

the RFP?

d. How well is accountability defined?

e. Is the organization of the project team clear?

f. How well does the management plan illustrate the lines of authority and communication?

g. To what extent does the Offeror already have the equipment necessary to perform the contract?

h. Does it appear that the Offeror can meet the schedule set out in the RFP?

i. Has the Offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

j. How well have any potential problems been identified and suggested solutions offered?

k. Is the proposal submitted responsive to all material requirements of the RFP?

3. Experience and Qualifications – 25%

Proposals will be evaluated against the questions set out below:

Questions regarding personnel:

a. Do the staff assigned to the project have experience on similar projects as required?

b. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires and do they have the required experience?

c. How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the Offeror:

d. How well has the Offeror demonstrated experienced in completing similar projects on time and within budget?

e. How successful is the general history of the Offeror regarding timely and successful completion of projects?

f. Did the Offeror submit names and contact information for references from other entities for whom the Offeror has performed the same or similar work?

5. Contract Cost – 30%

Overall, a minimum of 30% of the total evaluation points will be assigned to cost with the lowest cost proposal receiving the maximum number of points. The cost amount used for evaluation may be affected by one or more considerations such as the Offerors qualifications to do business under the laws of the State of Mississippi.

6 PRICING

6.1 Format

Price must be submitted with this proposal in the format specified below. It must be in writing and be signed by official having the legal authority to contractually bind the company. An itemized budget must be included. The fixed cost priced will not be accepted in a format different than the one below.

6.2 Fixed Cost

The Contractor will be paid a guaranteed fixed cost per assessment that includes all allowable costs and fees for all components of the ICAP Assessment process and administration.

6.3 Variations in Number of Assessments

The Offeror must indicate how the price would change should there be an increase or decrease in the number of assessments estimated per fiscal year.

	FY 2016 (approximately 2350 assessments)	**FY 2017 (approximately 900 assessments)**	**FY 2018 (approximately 950 assessments)**	**FY 2019 (approximately 1000 assessments)**	**FY 2018 (approximately 1100 assessments)**
Proposed Cost Per Assessment:					
Total Annual Contract Amount:					

_____ _____

Name Date

_____

Title

_____

Company

This statement of pricing must be signed by an official having the legal authority to contractually bind the company and must be included as part of the proposal submission

7 STANDARD TERMS AND CONDITIONS WHICH WILL BE INCLUDED IN ANY CONTRACT AWARDED FROM THIS RFP

7.1 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 the state. The Contractor shall comply with applicable federal, state, and local laws and regulations.

7.2 Availability of Funds

It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal 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 the state, the state shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7.3 Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection or downloadable at http://www.mspb.ms.gov.

7.4 Confidentiality

The Contractor shall agree to assure the confidentiality of any records obtained from the Mississippi Department of Mental Health as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by DMH pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of DMH. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor. (See also 7.38 and 7.42.)

7.5 Stop Work Order

(1) *Order to Stop Work*. The procurement officer may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, DMH shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

(2) *Cancellation or Expiration of the Order*. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,

(b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DMH decides that the facts justify such action, any such claim

asserted may be received and acted upon at any time prior to final payment under this contract.
(3) *Termination of Stopped Work*. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
(4) *Adjustments of Price*. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

7.6 Compliance with Laws
The Contractor understands that DMH 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

7.7 Anti-Assignment/Subcontracting
The Contractor acknowledges that it was selected by the DMH to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the DMH, which the DMH may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the DMH of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the DMH may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

7.8 Antitrust
By entering into a contract, the Contractor conveys, sells, assigns, and transfers to DMH all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by DMH under said contract.

7.9 Approval
It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

7.10 Attorneys' Fees and Expenses
Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

7.11 Authority to Contract
Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7.12 Change in Scope of Work
The Mississippi Department of Mental Health may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Mississippi Department of Mental Health and the Contractor. If the 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 the Contractor, the Contractor must immediately notify the Mississippi Department of Mental Health in writing of this belief. If the Mississippi Department of Mental Health believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

7.13 Contractor Personnel
The Mississippi Department of Mental Health shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Mississippi Department of Mental Health reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Mississippi Department of Mental Health in a timely manner and at no additional cost to the Mississippi Department of Mental Health. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

7.14 Failure to Deliver
In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Mississippi Department of Mental Health, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Mississippi Department of Mental Health may have.

7.15 Failure to Enforce
Failure by the DMH at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Mississippi Department of Mental Health to enforce any provision at any time in accordance with its terms.

7.16 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 and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts or war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the DMH 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 the DMH determines it to be in its best interest to terminate the agreement.

7.17 Indemnification
To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the DMH, its Board Members, 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 the Contractor and/or its partners,

principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

7.18 Independent Contractor Status

The Contractor shall, at all times, be regarded as an independent Contractor and shall at no time act as an agent for the DMH. Nothing contained herein shall be deemed or construed by the DMH the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the DMH and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any act of the DMH or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the DMH and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the Mississippi Department of Mental Health; and the Mississippi Department of Mental Health shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Mississippi Department of Mental Health shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Mississippi Department of Mental Health shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

7.19 No Limitation of Liability

Nothing in this Agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

7.20 Notices

All notices required or permitted to be given under this agreement must 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. 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 the Contractor: *name, title, Contractor, address* For the Agency: *name, title, agency, address*

7.21 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 must be made in writing by the Mississippi Department of Mental Health.

7.22 Ownership of Documents and Work Papers

The Mississippi Department of Mental Health shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the contract services which are the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to DMH upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from DMH and subject to any copyright protections.

7.23 Record Retention and Access to Records
Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the DMH or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be retained by the Contractor for three (3) years after final payment is made under this Agreement and all pending matters are closed.
However, if any audit, litigation or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

7.24 Recovery of Money
Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to DMH, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and DMH. The rights of DMH are in addition and without prejudice to any other right DMH may have to claim the amount of any loss or damage suffered by DMH on account of the acts or omissions of the Contractor.

7.25 Right to Inspect Facility
The State may at reasonable times inspect the place of business of a Contractor or any subcontractor which is related to the performance of any Contract awarded by the State.

7.26 State Property
Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

7.27 Termination for Convenience
(1) *Termination*. The DMH may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. (2) *Contractor's Obligations*. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the DMH. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

7.28 Termination for Default
(1) *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DMH may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or

services. (2) *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest. (3) *Compensation*. Payment for completed services delivered and accepted by the DMH shall be at the contract price. The DMH may withhold from amounts due the Contractor such sums as the DMH deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services. (4) *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience,". (As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier). (5) *Erroneous Termination for Default*. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4)
(Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. (6) *Additional Rights and Remedies*. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.29 Third Party Action Notification
Contractor shall give DMH prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

7.30 Unsatisfactory Work
If at any time during the contract term, the service performed or work done by the Contractor is considered by DMH to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by DMH, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, DMH shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

7.31 Waiver
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.

7.32 Representation Regarding Contingent Fees
The Offeror represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, except as disclosed in Contractor's bid or proposal.

7.33 E-Payment
Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make the payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days or receipt of invoice. Miss Code Ann. §31-7-305 (1972, as amended).

7.34 E-Verification
If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq* (1972, as amended). 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 systems" 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. 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 agreement may subject the Offeror to the following:

(1) Termination of this contract 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;
(2) The loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
(3) Both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license of permit to do business in the State.

7.35 Transparency
This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss Miss. Code Ann. §§ 79-23-1, (1972, as amended). In addition, this contract 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). Unless exempted from disclosure due to a court issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identify by the contract 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.

7.36 Paymode
Payments by State agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation any time during the term of the agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States Currency.

7.37 Debarment
By submitting a proposal, the Offeror certified that is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State 0of Mississippi and that it is not an agency of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

7.38 Confidential Information
"Confidential Information" shall mean: (a) those materials, documents, data and other information with the Contractor has designated in writing as proprietary and confidential; and (b) all data and information the Contractor acquires as a result of its contact with and efforts on behalf of the DMH and any other information designated in writing as confidential by the State. Each party to this agreement agrees to the following:

(1) to protect all confidential information provided by one party of the other;
(2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law; and,
(3) except as otherwise required by law, not to publish or disclose such information to any thi4rd party without the other party's written permission; and,
(4) to do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor, or subcontractor, shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the DMH shall result in the immediate termination of this agreement.

7.39 Confidentiality
Notwithstanding any provision of the contrary contained herein, it is recognized that the DMH 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 DMH pursuant to the agreement, DMH shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall 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.

7.40 Disclosure of Confidential Information
In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process of the divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by the Mississippi Code Annotated §§ 25-61-1 *et seq*. (1972, as amended).

7.41 Exceptions to Confidential Information
The Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

(1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the DMH;
(3) is released by the disclosing party to another person, firm, or entity (including governmental agencies or bureaus) without restriction;
(4) is independently developed by the recipient without any reliance on confidential information;
(5) is or later becomes part of the public domain or may be lawfully obtained by the State of Contractor from any nonparty; or,
(6) is disclosed with the disclosing party's prior written consent.

7.42 HIPAA Compliance
The Contractor agrees to comply with the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions as may be applicable to the services under this contract.

7.43 Contractor Personnel
The DMH shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the DMH reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the DMH in a timely manner and at no additional cost to the DMH. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

7.44 Requirements Contract
During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the DMH shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the DMH for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the DMH is under no obligation to the Contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the DMH may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used/received.

7.45 Audits
The DMH reserves the right to audit all records maintained by the Contractor and/or its affiliates relative to the Contractor's performance under this contract. At least forty-eight (48) hours' notice by DMH will be given to the Contractor of the intent to audit. DMH shall have the right to perform financial, performance, and other special audits on such records maintained by the Contractor during regular business hours throughout the contract period. The Contractor agrees that confidential information including, but not limited to, medical and other pertinent information relative to people who are assessed and their current and former service providers, shall not be disclosed to any person or organization for any purpose without the expressed, written authority from DMH. The selected Contractor will make available all records, as defined by the selected auditor, for review at no cost to DMH. Indicate your acceptance of this proposal requirement and willingness to cooperate. Any ancillary fees that may be assessed to DMH for on-site audits should be included in your proposed fee

for administrative services.

7.46 Contract Type

This is a fixed-price contract. The contractor will be reimbursed the amount indicated on the Pricing Sheet. Adjustments may be made when agreed upon in writing by both parties and upon the Contractor producing clear and convincing evidence that there is a need for a price increase and its basis.

8 Post-Award Debriefing

8.1 General

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during the post-award debriefing in accordance with Section 7-112.03 of *the Personal Services Contract Review Board Rules and Regulations*:

a. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
b. The overall evaluated cost or prices, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
c. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
d. A summary of the rationale for the award; and
e. Reasonable responses to the relevant questions about selection procedures contained in the solicitation, applicable regulation, and other applicable authorities that were followed.

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors. Moreover, the debriefing agency shall not reveal any information prohibited by law and/or the following:

a. Trade secrets as identified by the offering vendor claiming trade secrets;
b. Privileged or confidential manufacturing process and techniques as identified by the offering vendor claiming Privileged or confidential information
c. Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming the privileged or confidential information; and/or
d. The names of individuals providing reference information about any vendor's past performance.

8.2 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by US Mail, or electronic submission to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the DMH and identify its attorney.

8.3 When a Debriefing Will Be Conducted

Unless good cause exists for delay, the debriefing will occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to DMH.

8.4 Additional Information Regarding Post-Award Debriefing

Additional information regarding post-award debriefing may be found in Section 7-112 of the Personal Service Contract Review Board Rules and Regulations which may be found at http://www.mspb.ms.gov.