

# MISSISSIPPI DEPARTMENT OF CORRECTIONS



Request for Proposal 3120002800

## **Comprehensive Correctional Healthcare Services**

Date of Issuance: December 15, 2023

**Mississippi Department of Corrections**  
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**STATE OF MISSISSIPPI  
Department of Corrections  
BURL CAIN  
COMMISSIONER**

December 15, 2023

**RE: State of Mississippi's Request for Proposals for Comprehensive Correctional Healthcare Services.**

Dear Bidders:

It has been my distinct privilege and honor to serve as the Commissioner of the Department of Corrections for the State of Mississippi for the last three years. At the outset of my tenure, Governor Tate Reeves encouraged and empowered me in my role as Commissioner to create a new vision and new standard for the delivery of all forms of services provided to our incarcerated population, to better fulfill our mission of rehabilitating the individuals in our custody and building a better Mississippi. I firmly believe that the men and women of the Mississippi Department of Corrections have already demonstrated their commitment to this shared vision. But, our work remains incomplete. This Request for Proposals (RFP) reflects our continuing commitment to this shared vision.

Ensuring that the individuals in our custody receive the appropriate and necessary medical and mental health services remains one of our highest priorities. As you likely know, the individuals entering the custody of correctional agencies across this country, including our agency, represent a significantly underserved population, experiencing many of the medical and mental health problems that plague our communities. This RFP reflects the commitment by Governor Reeves to ensure that we expand and invest in a new level of services across the spectrum of healthcare.

This RFP reflects our attempt to stake out a new path for the Mississippi Department of Corrections. It represents a significant departure from our State's historical procurement of these services and an entirely new foundation for a partnership between our agency and our next healthcare provider, to ensure that we meet the needs of our incarcerated population. I pray that each bidder will conduct its own research and due diligence to evaluate the requirements outlined in this RFP and submit a proposal for services that reflects a genuine commitment to our agency and our incarcerated population.

Finally, transparency and fairness serve as the cornerstone of the process outlined in this RFP. As you will see, we intend to move expeditiously through the process, permitting each bidder the opportunity to pose questions, seek information, and tour our facilities. Each bidder must respond in a timely manner to the explicit requirements of this RFP. No one single person (*including me*) will have final decision-making authority, but an analysis of each proposal will be undertaken using the scoring rubric provided for your review. The ultimate decision on proceeding to negotiations with one vendor will be made by a multidisciplinary committee in consultation with contracting authorities within the State of Mississippi. We look forward to receiving your proposal no later than March 1, 2024.

We appreciate your willingness to partner with us in establishing a new level of excellence within the Mississippi Department of Corrections.

Sincerely,

Commissioner Burl Cain

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## 1 INTRODUCTION

The Mississippi Department of Corrections (MDOC) announces this Request for Proposal (RFP) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for management and delivery of a comprehensive healthcare program to all inmates in the care, custody, and control of the MDOC at Facilities listed and described in Appendix B. You are invited to submit a proposal in accordance with the requirements specified in this RFP, which are included in Section 5 of this RFP.

This RFP contemplates a significant investment by the State of Mississippi in a new model for the delivery of healthcare, encompassing various levels of care including, but not limited to, a full spectrum of on- and off-site primary, secondary, and tertiary care. Inmate healthcare services include, but are not limited to, dental; pharmacy; medical; mental health; institutional staffing and management; utilization and claims management; management of healthcare records; chronic care; community provider network; ambulance services; medical supplies/equipment; medical biohazard waste removal; diagnostic services both on-site and community-based treatments; and procedures. Mental health services constitute an integral component of the healthcare process. Each Bidder's proposal should address all aspects of the proposed healthcare program to be utilized in a holistic approach in meeting inmate healthcare needs.

MDOC anticipates the Selected Bidder will assume responsibility for providing the delivery of healthcare services under this RFP beginning at 12:01 a.m. CDT, October 1, 2024. Selected bidder will have basic systems/programs, as outlined in Section 7 of this RFP, fully implemented and operational within one-hundred and eighty (180) days of its provision of services under the contract.

A mandatory Pre-Proposal Conference will be held on January 8, 2024, at 9:00 a.m. CDT. Please refer to Section 4.4.2 for registration information. Bidders who are not represented at the Pre-Proposal Conference will not be eligible to submit a proposal.

Each sealed, notarized proposal must be accompanied by a guarantee or bid bond payable to the State of Mississippi consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Mississippi in the amount of one hundred fifty thousand dollars (\$150,000.00) as a guarantee of good faith and firm proposal for one hundred twenty (120) days or until a contract is executed, whichever is later. Letters of "Guarantee" will not be an acceptable form of either bid or performance bonding. The MDOC Contact Person (identified below) will be the custodian. Proposals not accompanied by an adequate guarantee or bid bond will not be considered.

Proposals must be delivered by 4:00 p.m. CDT on March 1, 2024, to the MDOC – Central Office, 301 North Lamar Street, Jackson, MS 39201. Parcels or packages containing proposals must be clearly marked on the external packaging as "MDOC RFP 3120002800: Comprehensive Correctional Healthcare Services." Bidders' proposals will be opened on March 4, 2024, at 10:00 a.m. CDT in the MDOC Commissioner's Conference room, located at MDOC Central Office. The names of bidders who submitted a response to this RFP will be made public at that time. No other information related to the proposals submitted will be available. Bidder interviews, if deemed necessary, will be scheduled during the time-period of April 1-3, 2024.

MDOC, at the time of the preparation and issuance of this RFP, lacked the existing resources to prepare, publish, and oversee this Procurement. MDOC, therefore, through the Office of the Attorney General of the State of Mississippi, retained the law firm of Butler Snow, LLP to assist in the preparation of this RFP and the process outlined for the Procurement of comprehensive correctional healthcare services. The specific attorneys engaged in this matter on the part of Butler Snow include William (Bill) R. Lunsford, Matthew (Matt) B. Reeves, Anne Adams Hill, and Lynette Potter. Nothing contained herein shall constitute or be construed as a waiver of the attorney-client relationship between Butler Snow and the State, nor shall anything herein be construed as a waiver of any the privilege protecting communications among these parties. While MDOC retained outside counsel to assist in the preparation of this RFP, various agencies within the State

of Mississippi conducted a detailed review of this RFP and, as such, this RFP reflects a document thoroughly evaluated, discussed, and approved by the State of Mississippi.

The State of Mississippi expresses its great appreciation for the Bidders who will submit proposals to partner with MDOC in its continuing mission to provide comprehensive healthcare services to Mississippi's incarcerated population.

## 2 **DEFINITIONS**

To ease in the review of and compliance with the terms and conditions of this RFP, MDOC provides the following defined terms, which shall apply to all aspects of this Request for Proposal, except as otherwise defined herein:

- 2.1 **Agency**: refers to the Mississippi Department of Corrections ("MDOC").
- 2.2 **Bidder**: refers to any individual and/or business of any kind who expresses any interest in and subsequently submits a proposal in response to this RFP. Bidder may be used interchangeably with the term Offeror in this RFP and in the regulations and laws governing this RFP.
- 2.3 **Business**: refers to any corporation, limited liability company, partnership, individual, sole proprietorship, joint stock, company, joint venture, or any other private entity lawfully organized to do business in the State of Mississippi.
- 2.4 **Contract**: refers to all types of agreements for the procurement of services, regardless of what they may be called. Any Contract resulting from this RFP must be in writing and is subject to approval by the Public Procurement Review Board (PPRB).
- 2.5 **Contractor**: refers to any individual or business having a contract with a governmental body, including the agency.
- 2.6 **Contract Modification**: refers to the legal process by which the parties to a contract may alter, amend, or otherwise change the agreed upon terms of the contract, including, without limitation, any agreed-upon changes to the contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- 2.7 **Designee**: refers to a duly authorized representative of an individual or business holding a superior position.
- 2.8 **Emergency Care**: refers to medical, dental, or mental health care for an acute illness or unexpected health need necessary to treat the sudden onset of a potentially life or limb threatening condition or symptom, for which evaluation and care cannot be delayed or deferred to the next scheduled sick call or clinic.
- 2.9 **Employee**: refers to an individual who performs services for an individual, business, or governmental body by virtue of an employee/employer relationship with such individual, business, or governmental body.
- 2.10 **Equipment and Organization**: shall be construed to mean fully equipped, well-organized company in line with the best business practices in the industry. MDOC may consider any evidence available regarding the financial, technical, and other qualifications and abilities of the Bidder.
- 2.11 **Healthcare Services**: refers to all services implemented onsite to include, but not limited to, intake screens, laboratory, mental health, optometry, dental, basic radiologic, dialysis, chronic care clinics, infirmary, sick call triage and acute care services.
- 2.12 **Healthcare**: refers to the diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in humans. Healthcare is delivered by practitioners in psychiatry, physical medicine,

dentistry, nursing, pharmacy, diagnostics, allied health, and other care providers. It refers to the work done in providing primary, secondary, and tertiary care, as well as in public health.

2.13 MAGIC: refers to Mississippi's Accountability System for Government Information and Collaboration.

2.14 MDOC CMO: refers to MDOC's Chief Medical Officer, who is responsible for overseeing the healthcare services of all MDOC inmates.

2.15 Medical Services: refers to the provision of physical healthcare provided by or under the direction of licensed provider to include, but not to be limited to preventative healthcare, maintenance of health, prevention of illness, and diagnosis and planning treatment of illness or injury in concert with continual observation of an individual's well-being.

2.16 Mental Health Services: refers to the provision of mental health care by a multidisciplinary team (such as psychiatrists, psychologists, certified registered nurse practitioners, licensed counselors or mental health professionals, and nurses) to include, but not be limited to intake, screening, assessment, evaluation, psychosocial and pharmacological treatments, crisis intervention, and preventative measures, including a robust suicide prevention program.

2.17 Minor Informality: refers to a technical nonconformity in the form of a bidder's proposal or a minor, insignificant error in a bidder's proposal that can be corrected or waived without prejudicing other bidders.

2.18 Procurement: refers to the process of buying, purchasing, or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of any services, including description of requirements, solicitation and selection of sources, preparation and award of contract, and all phases of contract administration.

2.19 Procurement Officer: refers to any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized agency representative acting within the limits of such representative's authority.

2.20 Provider: refers to a physician or certified registered nurse practitioner.

2.21 Regulation: refers to a governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with the Mississippi Administrative Procedures Law, Mississippi Code Annotated §§ 24-43-1 *et seq.* (1972, as amended).

2.22 Selected Bidder: refers to the bidder identified by MDOC through the procurement as the bidder with whom MDOC wishes to enter into contract negotiations over the terms and conditions necessary to execute a final contract for the comprehensive healthcare services sought in this RFP. Selected Bidder may be used interchangeably with the term Contractor in this RFP and in the regulations and laws governing this RFP.

2.23 Serious Mental Illness (SMI): refers to Psychotic Disorders, Bipolar Disorders, and Major Depressive Disorder and any diagnosed mental disorder (excluding substance use disorders) currently associated with serious impairment in psychological, cognitive, or behavioral functioning that substantially interferes with the individual's ability to meet the ordinary demands of living. Definition per American Correctional Association (ACA); 2016.

2.24 Services: refers to the furnishing of labor, time, or effort by a selected bidder, not usually involving the delivery of a specific end product other than that which is incidental to the required performance.

2.25 Standard of Care: refers to, at a minimum, constitutionally adequate healthcare; however, all healthcare required by this RFP must be provided in compliance with accepted standards of correctional healthcare, as specified by any court order now or in the future, and other standards and recommendations applicable by law, policy, and procedure.



2.26 Subcontractor: refers to any individual or business with which the Bidder contracts to provide a service or a product used to perform the requirements set forth in this RFP and any contract awarded to the selected bidder.

2.27 RFP: refers to this Request for Proposals.

**3 CALENDAR OF EVENTS**

The State of Mississippi will make every effort to adhere to the following deadlines and schedule:

Issuance Date of RFP.....	December 15, 2023
Pre-Proposal Conference.....	January 8, 2024
MDOC Facility Visits.....	January 8-10, 2024
Questions due from Bidders.....	January 26, 2024
Anticipated Date MDOC to provide Answers to Questions of Bidders.....	February 16, 2024
Proposals Due.....	March 1, 2024
Proposal Opening.....	March 4, 2024
Anticipated Date of Bidders’ In-Person Presentations to MDOC Selection Committee.....	April 15-17, 2024
Anticipated Date MDOC Selection Committee Completes Bid Scoring.....	May 1, 2024
Anticipated Date MDOC Announces Contract Award.....	May 15, 2024
Anticipated Contract Start Date .....	October 1, 2024

MDOC reserves the right to alter or amend these deadlines and this schedule to the extent that: (1) any unforeseen or unexpected event or condition arises necessitating a change of schedule; (2) it is in the best interest of MDOC; (3) in order to protect the integrity of the procurement process; or (4) for any other good cause. Any changes to this schedule will be published at <https://www.mdoc.ms.gov/general-public/procurement>. In-person bidder presentations for clarification purposes may be conducted at the sole discretion of MDOC. Any date listed as an anticipated date may be changed at the sole discretion of MDOC without amendment to the RFP. Bidders, therefore, should routinely check for any additional updates or additional information provided by MDOC during the procurement process.

**4 PROCUREMENT PROCESS**

4.1 Purpose. This RFP is intended to provide bidders sufficient information to allow them to prepare and submit proposals to the State of Mississippi for the provision of comprehensive healthcare services to the incarcerated population in the care and custody of MDOC. Nothing contained in this RFP should be construed as establishing or promulgating the constitutional standard for healthcare, as the terms and conditions of this RFP and any resulting contract necessarily surpass MDOC’s obligations to provide necessary healthcare services. Furthermore, this RFP demonstrates MDOC’s good faith efforts to ensure that adequate resources exist to (a) provide necessary healthcare services to its population, and (b) monitor, oversee, and hold accountable the selected bidder, ensuring compliance with the requirements contained herein.

4.2 Issuing Agency and Point of Contact. MDOC serves as the issuing agency of this RFP, though other agencies and authorities within the State of Mississippi also possess approval authority with respect to any resulting contract. The sole point of contact (“MDOC Contact Person”) for this RFP shall be:

Courtney E. Cockrell  
 Deputy General Counsel  
 Mississippi Department of Corrections

301 N. Lamar Street  
Jackson, MS 39201  
[HealthcareRFP2023@mdoc.state.ms.us](mailto:HealthcareRFP2023@mdoc.state.ms.us)  
Phone: (601) 359-5264

**ANY CONTACT WITH MDOC'S CONTACT PERSON SHALL BE IN WRITING ONLY. ANY ATTEMPT TO CONTACT THE MDOC CONTACT PERSON REGARDING THIS PROCUREMENT, IN PERSON OR VIA TELEPHONE, MAY BE GROUNDS FOR DISQUALIFICATION.**

4.3 Scope. This RFP includes specific, important instructions governing the content of requested proposals, including requirements specific to the information and material that shall be included in such proposals; a description of the services to be provided; requirements that bidders must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

4.4 General Qualifications and Capabilities of Bidders. MDOC seeks proposals from bidders who currently possess the experience, expertise, credentials, financial means, and management structure necessary to provide comprehensive healthcare services to the incarcerated population in the custody of MDOC. In particular, it is the expectation of MDOC that a bidder possesses appropriate resources to recruit and retain sufficient administrative, dental, medical, and mental health personnel (particularly necessary licensed dental, medical, and mental health personnel) in order to meet the staffing requirements set forth herein.

4.4.1 Incurring Costs. MDOC is not liable for any fees, costs, or other liabilities of any kind bidder incurs in preparation and submission of its proposal, in participating in the RFP process, or in anticipation of award of the contract.

4.4.2 Mandatory Pre-Proposal Conference. MDOC will hold a Pre-Proposal Conference at 9:00 a.m. CST on January 8, 2024, at the Mississippi Agriculture and Forestry Museum, 1150 Lakeland Drive, Jackson, Mississippi 39216. MDOC established this Pre-Proposal Conference for the purpose of providing an opportunity for clarification of any aspects of the RFP and establishing an in-person setting in which bidders may ask questions and receive additional information through engagement with MDOC leadership so that they fully understand MDOC's commitment to secure a qualified healthcare service provider as a result of this RFP. In view of the limited facilities available for the Pre-Proposal Conference, bidders should limit their representation to three (3) individuals per bidder at the Pre-Proposal Conference. The Pre-Proposal Conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by MDOC. All questions and written answers will be posted on the MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>) as an addendum to, and shall become part of, this RFP.

4.4.3 Attendance at the Pre-Proposal Conference and Facility Tours is Mandatory. Facility Tours are not part of the Pre-Proposal Conference. Failure to attend both the Pre-Proposal Conference and Facility Tours shall disqualify a bidder from submitting a proposal in response to this RFP. If a proposal is received from a bidder after failing to participate in both the Pre-Proposal Conference and Facility Tours, it will be returned to bidder unopened.

4.4.4 Facility Tours: Prospective bidders shall participate in tours of the following MDOC facilities, to include all areas pertaining to the provision of healthcare services:

4.4.4.1 Central Mississippi Corrections Facility, 3794 Mississippi Highway 468, Pearl, Mississippi 39208 (January 8, 2024, at 1 p.m.);

4.4.4.2 Mississippi State Penitentiary, 590 Parchman Road 12, Parchman, Mississippi 38738 (January 9, 2024, at 10 a.m.); and

4.4.4.3 South Mississippi Correctional Institution, 22689 Mississippi Highway 63 North, Leakesville, Mississippi 39451 (January 10, 2024, at 10 a.m.).

4.4.5 MDOC leadership will provide an overview on-site at the beginning of each facility tour of any specialized services, programs, equipment, etc. at that MDOC facility. If bidders have any questions or request any information that is not addressed during a facility tour, it will be resolved by the procedures listed in Section 4.4.6. Bidders shall contact the MDOC Contact Person no later than 4:00 p.m. on January 3, 2024, and provide the names of the three (3) individuals who will be attending the facility tours as well as a copy of each individual's driver's license.

4.4.6 Questions & Answers. Any questions regarding this RFP must be submitted **by email** (with the subject line "MDOC 2023 RFP Question") to the MDOC Contact Person no later than 5:00 p.m. CST on January 26, 2024. MDOC shall post the questions, as along with the answers to the questions, on MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>) by February 16, 2024. MDOC reserves the right to forego answering any question received after the deadline set forth above. In the event any bidder submits any question or questions after the deadline set forth above and elects to proceed with the submission of a proposal, such bidder voluntarily and knowingly assumes the risk that its proposal will not be responsive or competitive due to their failure to timely submit the subject questions and/or their failure to permit MDOC sufficient time to review and answer any questions untimely submitted.

4.4.7 All questions and responses, as posted on the MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>), shall constitute and be considered as an addendum to, and part of, this RFP in accordance with RFP Section 4.4.6. Each bidder shall be responsible for monitoring the MDOC website for new or revised RFP information. MDOC shall not be bound by any information communicated in-person, via telephone, or by any other verbal means, nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by MDOC. MDOC does not consider questions to be a protest of the specifications of this RFP. Public Procurement Review Board (PPRB) Section 7-112.01 addresses the required protest process pertaining to this RFP.

4.4.8 By engaging in this procurement, each bidder represents and warrants that it will routinely and regularly monitor the MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>) for new, additional, and/or pertinent information or addenda to the RFP.

4.5 Addenda to the RFP. If MDOC deems it necessary to revise any part of this RFP before the deadline for submission of proposals, MDOC will post an addendum to the MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>).

4.5.1 Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by MDOC by the time and at the place specified for receipt of bids.

4.6 Rejection of Proposals. MDOC reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP. Additionally, MDOC reserves the right to reject any specific provision or provisions in the proposals of any and all bidders.

4.7 Type of Contract. MDOC issues this RFP with the full intention of entering a three-year contract with selected bidder, with potential additional extension years as set forth in Section 6.8 below. The contract will constitute a fixed-ceiling-price contract with retroactive price redetermination through paybacks and penalties containing the Standard Contract Terms and Conditions, as shown in Section 8 of the RFP. MDOC, in its sole discretion, may undertake negotiations with the bidder whose proposal, in the judgment of MDOC, shows them to be qualified, responsible, and capable of providing the services mandated in this RFP. In the event negotiations between MDOC and the selected bidder

fail, MDOC reserves the right to either (a) reissue this RFP as currently written or revised, or (b) identify another bidder and proceed to negotiations with it.

**4.8 PROHIBITION AGAINST CONTACT. FROM THE ISSUE DATE OF THIS RFP UNTIL MDOC SELECTS A PROPOSAL FOR CONTRACT AWARD, THE MDOC CONTACT PERSON SHALL CONSTITUTE THE SOLE POINT OF CONTACT CONCERNING THIS RFP. ANY COMMUNICATION (WHETHER WRITTEN OR VERBAL) BETWEEN ANY BIDDER OR ANY REPRESENTATIVE OF ANY BIDDER (INCLUDING LOBBYISTS) AND ANY ELECTED OFFICIAL, MDOC EMPLOYEE, MEMBER OF THE SELECTION COMMITTEE, OR OTHER REPRESENTATIVE OF THE STATE OF MISSISSIPPI PERTAINING TO THE CONTENTS OF THIS RFP AND/OR ANY ASPECT OF MDOC'S PROCUREMENT OF COMPREHENSIVE HEALTHCARE SERVICES MAY BE CONSIDERED A MATERIAL VIOLATION OF THIS PROVISION AND MAY CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION. FURTHERMORE, ANY REFUSAL BY ANY BIDDER TO COOPERATE IN ANY INVESTIGATION BY THE OFFICE OF THE ATTORNEY GENERAL OF IMPROPER CONTACT WITH ANY REPRESENTATIVE OF THE STATE OF MISSISSIPPI OR OTHER INDIVIDUAL SHALL ALSO CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION. IF MDOC DISCOVERS THAT ANY BIDDER ENGAGED IN ANY VIOLATIONS OF THIS PROVISION, MDOC MAY REJECT THE OFFENDING BIDDER'S PROPOSAL OR RESCIND ITS CONTRACT AWARD. BY SUBMITTING A PROPOSAL, A BIDDER AGREES THAT IT WILL NOT DISTRIBUTE ANY PART OF ITS PROPOSAL TO ANY THIRD PARTY OR ANY OTHER ENTITY BEYOND MDOC. ANY BIDDER WHO SHARES INFORMATION CONTAINED IN ITS PROPOSAL WITH ANY THIRD PARTY AND/OR COMPETING BIDDER MAY BE DISQUALIFIED.**

4.9 News Releases. Bidders shall not issue news releases, Internet postings, advertisements, or any other public communications pertaining to this RFP without prior written approval of MDOC, and then only in coordination with MDOC.

4.10 Notification of Selection.

4.10.1 Contract Negotiations. MDOC will notify all bidders in writing of the bidder selected for contract negotiations after MDOC identifies the proposal which is most advantageous to MDOC, taking into consideration all of the evaluation factors.

4.10.2 Award. Any bidder whose proposal is not selected for contract negotiation will be notified when contract negotiations successfully conclude and MDOC receives the final negotiated contract executed by the selected bidder.

4.11 Debriefing Conferences. Upon notification of contract award, bidders whose proposals were not selected will be given the opportunity to be debriefed. MDOC will offer at least three (3) dates and times for a debriefing to any requesting bidder during regular business hours for MDOC, and the bidder will be expected to select from one of those three (3) dates and times. MDOC may, in its discretion, provide additional dates or times for debriefing sessions, if the requesting bidder provides an appropriate explanation for its unavailability. The debriefing may be held virtually or in-person, at the election of MDOC. The debriefing will not compare bidder with other bidders, other than the position of the bidder's proposal in relation to all other bidders' proposals. A bidder's exercise of the opportunity to be debriefed does not constitute a protest or toll the time for filing a protest. (See Section 4.12 of this RFP).

4.12 RFP Protest Procedure. Bidders may access the protest procedure for this RFP, and specifically, PPRB Section 7-112.01 via <https://www.dfa.ms.gov/sites/default/files/Personal%20Service%20Contract%20Review%20Home/Rules%20and%20Regulations/pprb-opscr-rules-and-regulations-effective-01182020.pdf>. A protest shall be submitted in writing within seven (7) calendar days of the notice of intent to award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest must be contemporaneously served upon the MDOC Contact Person. Bidder shall bear their own costs as it relates to any protest and/or related litigation.

4.13 Use of Electronic Versions of this RFP. MDOC shall publish RFP in an electronic format being made available by electronic means only via the MDOC website. No hard copy versions of RFP will be mailed or otherwise distributed by MDOC. When each Bidder downloads or otherwise accesses this RFP electronically, it acknowledges and accepts full responsibility to ensure that it relies upon the correct version of the RFP and that, as of the time of submission of its proposal, MDOC has not published any updates, clarifications, or revisions to the RFP. In the event of any conflict, confusion, or disagreement between a version of the RFP in the Bidder's possession and the version of this RFP on MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>) at the time of the submission of Bidder's proposal, MDOC's version shall govern.

## 5 PROPOSAL REQUIREMENTS

5.1 Proposal Deadline. As a condition precedent for evaluation of any proposal submitted by a bidder, the bidder bears the responsibility of ensuring delivery of hard copies of proposals by an acceptable means of delivery to MDOC Contact Person, Deputy General Counsel Courtney E. Cockrell, at MDOC Central Office, 301 North Lamar Street, Jackson, Mississippi 39201, on or before 4:00 p.m. on March 1, 2024. Acceptable means of delivery include: (a) United States certified mail with return receipt requested; (b) United Parcel Service; and/or (c) Federal Express. MDOC will not accept proposals via email or facsimile transmission. Bidders who send proposals by mail, other delivery service, or choose in-person delivery should allow sufficient time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other unforeseen cause beyond the control of a bidder or MDOC, the MDOC office receiving a bidder's proposal is required to close on the proposal response date identified above, the deadline for submission will be automatically extended until the next business day (as recognized by the State of Mississippi) on which the office is open, unless MDOC otherwise notifies bidders. The hour for submission of proposals shall remain the same. MDOC will reject, unopened, any late proposals without any further consideration.

5.2 Proposal Compliance with RFP. Proposals shall be in writing. Prior to consideration of any proposal, MDOC will evaluate each proposal for its compliance with the technical requirements in this RFP, including: whether the proposal appropriately responds to each Section of this RFP utilizing the format provided in Section 5.5; whether Bidder included ten (10) paper copies (with one copy marked "Original") of the Submittal as well as external hard drive or thumb drive, as designated below; whether the bidder included, in a separately sealed, properly labeled envelope, its Cost Submittal, as required in Section 5.6.7; inclusion of a guarantee or bid bond payable to the State of Mississippi in the amount of \$150,000.00, as required in Section 1 of this RFP. Bidder may be required before the award of any contract to demonstrate to the complete satisfaction of MDOC that Bidder possesses access to the necessary facilities, ability, and financial resources to provide the services specified here in a satisfactory manner. Bidder may also be required to provide a history of prior performance and references in order to satisfy MDOC in regard to the bidder's qualifications. MDOC reserves the right to reject any bid if the evidence submitted by, or investigation of, Bidder fails to satisfy MDOC that Bidder is qualified to carry out the obligations of the Contract and to complete the Scope of Work. The physical and electronic copies of the documents submitted pursuant to this Section must be a mirror image of each other and any spreadsheets must be provided in Microsoft Excel native format. Bidders may be required to unlock or remove protections from any cells or tabs in any spreadsheets. Bidders should ensure that no cost-related information appears in the Technical Submittal of the proposal. Bidders should not reiterate technical information in the Cost Submittal. Each Bidder shall include as an Addendum to its proposal an index containing the name of each digital file contained on the external hard drive or thumb drive and the approximate size of each digital file.

5.2.1 The external hard drive or thumb drive containing the bidder's proposal should clearly identify the bidder and include the name and version number of the virus scanning software that was used to scan the external hard drive or thumb drive before it was submitted. Bidder shall make no other distribution of its proposal to any other Bidder or State official or State consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind bidder to the provisions of its proposal must sign the proposal. If the official signs the Proposal Cover Sheet, **Appendix A**, and the Proposal Cover Sheet is attached to the bidder's proposal, this requirement will be met. For this RFP, a bidder's proposal must remain valid for 120 days or until a contract is fully executed, whichever is later. If MDOC selects bidder's proposal for contract award, then the contents of selected bidder's proposal will become

contractual obligations, except and to the extent that the contents of a proposal are modified or changed through best and final offers and contract negotiations.

5.2.2 The ten (10) paper copies of the Proposal and external hard drive or thumb drive required in this section shall not include any identifying information, to include, but not limited to, Bidder's prior, current, or future company names or addresses, personnel names, logos, watermarks, company colors, or any other information that identifies Bidder as an incumbent or could impact the blind scoring process.

5.3 Withdrawal or Modification of Proposal. Bidder submitting a proposal specifically waives any right to withdraw or modify it, except that a bidder may withdraw its proposal by written notice received at MDOC's address for proposal delivery prior to the exact hour and date specified for proposal receipt. Bidder or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person shows appropriate identification and signs a receipt for the proposal. Bidder may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

5.4 Economy and Efficiency of Preparation. Bidders should prepare proposals simply, economically and efficiently, providing a clear, straightforward, concise description of the bidder's ability and commitment to meet the requirements of this RFP.

5.5 Required Format of Proposals. Bidder must submit proposal in the format, including corresponding Section numbers and descriptions, outlined in the RFP. To be considered, a proposal must respond to all requirements of the RFP. All cost data relating to the proposal should be sealed in an envelope separate from the rest of the proposal, as required in Section 5.6.7.

MDOC reserves the right to request additional information which, in MDOC's opinion, is necessary to assure a bidder's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to this RFP.

MDOC may make investigations as deemed necessary to determine the ability of a bidder to perform the scope of work and services, and bidder shall furnish to MDOC all requested information and data. MDOC reserves the right to reject any proposal if the evidence submitted by, or investigation of, a bidder fails to satisfy MDOC that the bidder is properly qualified to carry out the obligations of this RFP and to complete the scope of work and services, as specified.

#### 5.6 Required Content of Proposals.

5.6.1 Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided, as well as the following:

5.6.1.1 The name of Bidder, the location of Bidder's principal place of business and, if different, the place of performance of the proposed contract; and

5.6.1.2 The age of Bidder's business and average number of employees since 2013.

5.6.2 Summary of the Scope of Work and Services. State in succinct terms your understanding of the scope of work and services required by this RFP.

5.6.3 Scope of Work and Services. Describe in narrative form your technical plan for accomplishing the scope of work and services. Use the task descriptions in **Section 7** of this RFP as your reference point. Bidder must include a detailed, twenty-four (24) hour schedule of onsite healthcare services for each facility on a typical weekday, weekend, and holiday, along with a weekday, weekend, and holiday coverage schedule for the Regional Management

staff, as set for the in the minimum required staffing reflected at **Appendix C**, which identifies positions and full-time equivalents. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach. Note: A bidder's scheduling, as provided in this Section, and demonstration of the use of position as they apply to the bidder's work plan will be a part of the overall evaluation of bidder's proposal.

5.6.4 Prior Experience. Include experience in correctional dental, medical, and mental health services, individually, as well as any prior experience providing dental, medical, and mental health services. Please list up to three (3) contracts in which bidder is presently under contract as the selected bidder to provide comprehensive healthcare services (as requested in this RFP) similar to the MDOC correctional setting. The list of contracts should include the name, title, phone number, and email address of a contact person for each customer, company, or agency. Bidder shall include the contract duration, contract value, inmate population served; specify Federal, State, County, or detention/booking experience; summarize the services offered; specify types of services (staffing only; full medical, dental, mental health, pharmacy services; utilization review, and consulting); indicate contracts that utilized performance-based outcomes; research-based best practices; and list any additional experiences that bidder would like MDOC to consider.

5.6.4.1 Bidder shall include a listing of all its correctional healthcare contracts since 2013, specifying the following: the other party to the contract; the contract value; the inmate population served; and the name, title, address, phone number, and email address of the responsible official of the customer, company, or agency who may be contacted.

5.6.4.2 Bidder must provide a list of every contract with any entity, public or private, since 2013 that has ended prior to the end date of the initial contract term or prior to the end of any subsequent term or renewal option. Include the following for each listed contract:

- 5.6.4.2.1 The contracting entity;
- 5.6.4.2.2 Nature of the contract;
- 5.6.4.2.3 Value or dollar amount of the contract;
- 5.6.4.2.4 Intended initial term and any subsequent term(s) or renewal option(s) contemplated by the contract;
- 5.6.4.2.5 Stage at which the contract was ended, canceled, or terminated;
- 5.6.4.2.6 Reason for ending, canceling, or terminating the contract; and
- 5.6.4.2.7 Name, title, address, phone number, and email address of the responsible official of the customer, company, or agency who may be contacted for verification of the provided information or for additional information.

5.6.5 Acknowledgement of Full Scope of Work and Services. Bidder shall provide all services, supplies, and other support necessary to complete the identified work and as provided in Section 7.

5.6.6 Bidder's Representations and Authorizations. By submitting its proposal, each bidder understands, represents, and acknowledges that:

5.6.6.1 All of bidder's information and representations in the proposal are material and important, and MDOC may rely upon the contents of the proposal in awarding the contract. MDOC shall treat any

misstatement, omission, or misrepresentation as fraudulent concealment of the true facts relating to the proposal submission;

5.6.6.2 Bidder arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other bidder or potential bidder;

5.6.6.3 Bidder has not disclosed the price(s), the amount of the proposal, or the approximate price(s) or amount(s) of its proposal to any other individual or business who is a bidder or potential bidder for this RFP, and bidder shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP;

5.6.6.4 Bidder has not attempted, nor will it attempt, to induce any individual or business to refrain from submitting a proposal in response to this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;

5.6.6.5 Bidder makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any individual or business to submit a complementary or other noncompetitive proposal;

5.6.6.6 To the best knowledge of the person signing the proposal for bidder, the bidder, its affiliates, parents, subsidiaries, officers, directors, members, employees, and agents are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as bidder disclosed in its proposal;

5.6.6.7 To the best of the knowledge of the person signing the proposal for bidder and except as bidder has otherwise disclosed in its proposal, the bidder has no outstanding, delinquent obligations to the State of Mississippi including, but not limited to, any state tax liability not being contested on appeal or other obligation of the bidder that is owed to the State of Mississippi;

5.6.6.8 Bidder is not currently under suspension or debarment by the State of Mississippi, any other state or the federal government, and if bidder cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification;

5.6.6.9 Bidder has not made, under separate contract with the State of Mississippi, any recommendations concerning the need for the services described in its proposal or the specifications for the services described in Proposal; and

5.6.6.10 Bidder, by submitting its proposal, authorizes State agencies to release to MDOC information concerning bidder's payment of taxes, unemployment compensation, and workers' compensation liabilities in the State of Mississippi.

5.6.7 Cost Submittal. The Cost Submittal contained in **Appendix D** shall constitute the Cost Submittal. The Cost Submittal shall be properly labeled as the Cost Submittal and placed in a separate sealed envelope, separated from the Technical and Management Submittals. Bidders should not include any assumptions in their Cost Submittals. If a bidder includes assumptions in its Cost Submittal, MDOC may reject the proposal.

5.6.8 Required Certifications. As provided in MDOC policy 25-01-C, Facility Medical Director must be ACLS Certified, all licensed staff must be Basic Cardiac Life Support certified, and maintain the Automatic External defibrillators (AED) and emergency response kits at the MDOC facilities.



5.6.9 Personnel. For each MDOC facility, bidder must propose healthcare staffing sufficient for the complete delivery of all work and services required under this RFP, using the minimum staffing plan set forth in **Appendix C**. Bidder should provide an organizational chart detailing statewide contract management organization, to include executive staff and regional staff position titles. Bidders may propose more healthcare staff than contained in **Appendix C**, but they must clearly identify the additional staff or full-time equivalents and the rationale for each additional full-time equivalent, staff member, and/or position. Bidder should include education and experience in correctional healthcare services for the statewide, central, and/or regional management team positions.

5.6.9.1 For key personnel, such as a State Medical Director and Chief Psychiatrists, include the proposed employees' names and, through a resume or similar document, the employees' education and experience in correctional healthcare services. Indicate the responsibilities each proposed individual will have under any resulting contract and how long each has been with your business.

5.6.9.2 Bidder shall submit job descriptions for each job classification that includes the necessary skills, education, licensure, and experience to meet the qualifications for the job, to the extent they exceed the minimal requirements set forth in this RFP.

5.6.9.3 MDOC requires each bidder to designate a State Medical Director, who holds an active Mississippi medical license in good standing, who will serve as the point of contact, be responsible for, and have the authority to resolve, issues that affect any facility or inmate. The State Medical Director will oversee all clinical activity under this contract. The functions of the State Medical Director shall include participation in the Continuous Quality Improvement program, participation in Pharmacy & Therapeutic Meetings and formulary management, consultation on policies and procedures, formulation of cost State Medical Director may not be replaced by selected bidder without the written consent of MDOC. The State Medical Director will collaborate with the designated MDOC personnel in administering healthcare policies and clinical guidelines statewide. Bidder may not replace the State Medical Director without consultation with MDOC so that MDOC can participate in evaluating potential replacements.

5.6.9.4 Bidder must designate a Site Medical Director at each MDOC facility. Administrative functions include, but are not limited to: supervising other health care providers and specialty health care clinics; conducting weekly status meetings with the Health Services Administrator; developing, implementing, and updating local medical protocols; monitoring quality improvement, utilization review activities in accordance with MDOC policies and procedures; consulting with MDOC staff on specific treatments and overall care; participating in health care review meetings, and similar functions.

5.6.9.5 Identify by name any subcontractors, partners, and suppliers that bidder intends to utilize in fulfilling its obligations as stated in this RFP and describe in detail the roles and responsibilities of each subcontractor, partner, and supplier. Provide resumes for all key subcontractor personnel and describe relevant experience and qualifications to perform the services requested in this RFP.

5.6.9.6 In the case of a joint venture, a description of the correctional experience for all venture partners and a copy of the agreement signed by all parties must be provided with the bidder's proposal.

5.6.9.7 During the course of any resulting contract, MDOC shall approve all key personnel appointments, replacements, and location transfers, prior to those individuals being assigned. key personnel include, but are not limited to, all Medical Directors, Director of Operations, Regional Program Managers, and Health Services Administrators.

5.6.10 Training. Provide information on the bidder's training to be provided under this contract. Explain how the bidder will provide training to its staff and the per diem staff located at a central or regional office in Mississippi and across the MDOC facilities covered by this RFP. Include the type and number of staff to be trained,

curricula, training methods, frequency of training sessions, and number of instructors. Identify any training that you will make available to MDOC staff.

5.6.11 Financial Condition and Capabilities. Describe bidder's financial condition and capabilities and economic ability to perform the contract requirements. MDOC reserves the right to request additional information it deems necessary to evaluate bidder's financial capability.

5.6.12 Objections and Additions to Standard Contract Terms and Conditions. Bidder will identify which, if any, of the terms and conditions (contained in **Section 8**) it would like to negotiate and what additional terms and conditions bidder would like to add to the standard contract terms and conditions. Bidder's failure to make a submission under this provision will result in its waiving its right to do so later, but MDOC may consider late objections and requests for additions if to do so, in MDOC's sole discretion, would be in the best interest of MDOC. MDOC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions during final negotiations. Bidder shall not request changes to the other provisions of the RFP, nor shall Bidder request to completely substitute its own terms and conditions for **Section 8**. All terms and conditions must appear in one integrated contract. MDOC will not accept and hereby objects to and rejects any references to bidder's substituted or referenced terms and conditions contained in any proposal. Regardless of any objections set out in its proposal, bidder must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Section 8**. MDOC will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Section 8 or to other provisions of this RFP as specifically identified above**.

5.6.13 Confidential Information. Nothing contained in this RFP shall be construed as a request for, or a requirement for disclosure of, confidential or proprietary information or trade secrets as part of the evaluation of bidder's proposal. Accordingly, except as provided herein, bidders should not label proposal submissions as confidential or proprietary or trade secret protected.

5.6.13.1 Any bidder who alleges its proposal contains confidential commercial and financial information and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Mississippi Code §§ 25-61-9, 79-23-1 and/or 75-26-3(d) shall meet the requirements of Section 5.6.13.1.1 and 5.6.13.1.2. Failure to timely meet such requirements may result in bidder being deemed non-responsive.

5.6.13.1.1 At the time proposal is submitted, bidder shall provide, in addition to the copies required in Section 5.2, a full and complete copy of the proposal and a second copy of the full and complete proposal with any information bidder deems to be confidential commercial and financial information and/or trade secrets redacted in black. At MDOC's sole discretion, and without notice to bidder, the redacted copy will be produced as a public record exactly as submitted.

5.6.13.1.2 Bidder shall file a petition for a protective order in the Chancery Court of Hinds County, Mississippi within twenty-one (21) calendar days following the proposal submission deadline. Any such petition shall request an injunction under Mississippi Code §§ 75-26-5 and 25-61-9 and shall request that the Court identify all information in the proposal which constitutes confidential commercial and financial information under Mississippi Code § 79-23-1 and/or a trade secret under Mississippi Code § 75-26-3(d).

5.6.13.1.2.1. Any such petition shall also cite the following requirements of Miss. Code. Ann. § 25-61-9(7): *"For all procurement contracts awarded by state agencies, the provisions of the contract which contain the commodities purchased or the personal or professional services provided, the unit prices contained within the procurement contracts, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information."*

5.6.13.1.2.2. Notice of any such petition being filed in the Chancery Court of Hinds County, Mississippi shall be served on MDOC in accordance with the Mississippi Rules of Civil

Procedure. Bidder shall also directly provide MDOC's Point of Contact a copy of such notice via e-mail within twenty-one (21) calendar days of the proposal submission deadline. The risk of delivery shall be borne exclusively by Bidder.

5.6.13.2 Any bidder who does not allege their proposal contains confidential commercial and financial information and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Mississippi Code §§ 25-61-9, 79-23-1 and/or 75-26-3(d) shall submit a full and complete copy of its proposal, as described in Section 5.6.13.1., and a letter as described in Section 5.6.13.2.1. on or before the proposal submission deadline.

5.6.13.2.1 The letter required by Section 5.6.13.2. shall be submitted on Bidder's official letterhead and executed by a person with signatory authority for Bidder. The letter shall read as follows:

[Name of Bidder]'s proposal submitted to MDOC in response to RFP Number 3120002800 does not contain any confidential commercial and financial information and does not contain any trade secrets. [Name of Bidder] understands that MDOC will consider the proposal a public record. [Name of Bidder] hereby consents to MDOC's release of the proposal, in full, at MDOC's sole discretion without further notice to Bidder. [Name of Bidder] waives any rights which it may have pursuant to the Mississippi Public Records Act, the Mississippi Uniform Trade Secrets Act, and any other claims it may have with regard to the public release of any information in the proposal.

5.6.13.3 Failure to submit either a redacted version of Bidder's proposal, as described in Section 5.6.13.1.1, or the letter described in 5.6.13.2.1. on or before the proposal submission deadline may result in bidder being deemed non-responsive.

5.6.13.4 MDOC shall have the sole discretion as to whether to provide additional time for bidder to complete the requirements of Section 5.6.13.1. or Section 5.6.13.2., or whether to immediately deem bidder non-responsive if no such requirements have been timely completed. Should MDOC choose to provide bidder additional time, all bidders will be given the same opportunity.

5.6.13.5 In the event bidder's proposal is deemed non-responsive pursuant to Section 5.6.13.4., Bidder consents to MDOC releasing its proposal in part or in full, at MDOC's sole discretion, and without notice; bidder further waives any rights to notice pursuant to Mississippi Code § 25-61-9, any claims as to misappropriation of a trade secret, any claims as to disclosure of confidential commercial and financial information, or any other claims or rights related to public release of the information in the proposal. By submitting a Proposal to MDOC in response to this RFP, bidder indicates its consent and waiver as described in this Section. Bidder acknowledges that, if the protection of confidential or proprietary information or a trade secret is challenged by any person, business, or governmental body, then bidder shall be responsible for intervening and demonstrating the confidential, proprietary, and/or trade secret nature of the information and justify its protection from public disclosure in any applicable hearing or proceeding at bidder's sole and exclusive cost.

5.6.14 Use by the State of Mississippi. All material submitted with a proposal, including the proposal itself, shall be considered the property of the State of Mississippi and may be returned only upon approval of MDOC and the Office of the Attorney General for the State of Mississippi. The State expressly retains the right to disclose, copy, duplicate, and/or use any or all documents, information, and ideas presented in proposal not protected by intellectual property rights, regardless of whether the proposal becomes part of a contract. Notwithstanding any bidder's copyright designations placed on proposals, by submitting a proposal, the bidder grants the State and its departments, divisions, and agency a perpetual, unlimited, fully paid license to adapt, display, perform, publish, reproduce, and use all documents and information contained in, attached to, and referred in bidder's proposal, and the State retains the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any State or United States statute or regulation, or rule or order of any court of competent jurisdiction.

5.6.15 Public Disclosure. Consistent with Section 5.6.14 above, after the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under Mississippi Code § 25-61-5 (2018). Bidders may deem portions of their proposals Trade Secrets in accordance with Mississippi Code §§ 25-61-9 and 79-23-1 (2018). To the extent a bidder submits a proposal containing sections Bidder deems confidential, proprietary, or a trade secret, such bidder shall review Mississippi Code §§ 25-61-9 and 79-23-1 (2018) and the specific processes outlined therein mandating the release of such confidential, trade secret, and/or proprietary information. Nothing contained in this RFP shall constitute a guarantee of any kind that any confidential, trade secret, and/or proprietary information will be protected from public disclosure.

5.6.16 Requests for Clarification or Additional Information. Bidders may be required to make an oral or written clarification of their proposals to MDOC to ensure thorough mutual understanding and bidder responsiveness to the solicitation requirements. MDOC will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process, prior to contract execution. Discussions may be conducted with Bidders who submit proposals and qualifications determined to be reasonably susceptible of being selected for award, but proposals or qualifications may be accepted without such discussions.

## 6 EVALUATION PROCESS

6.1 Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be timely received from bidder and properly signed by bidder.

6.2 Technical Nonconforming Proposals. Each of the two (2) mandatory responsiveness requirements set forth in Section 6.1 are the only RFP requirements that MDOC will consider to be non-waivable. MDOC reserves the right, in its sole discretion, to (1) waive a Minor Informality in a Bidder's proposal, or (2) allow Bidder to cure the Minor Informality.

6.3 Evaluation Committee. The Evaluation Committee includes qualified personnel to review and evaluate timely submitted proposals. Each member of the Evaluation Committee has, prior to reviewing any documents or conducting any work as part of her or his role on the Evaluation Committee, executed the conflict of interest and confidentiality certificate, attached hereto as **Appendix E**.

6.4 Evaluation Criteria. The following criteria will be used in evaluating each proposal:

6.4.1 Technical. The technical part of Bidder's submittal in response to this RFP is 30% of the total score. The final score in this Section is determined by giving the maximum number of points available to the proposal with the highest raw score. The evaluations will be based upon the following, in order of importance (from most to least important):

6.4.1.1 Understanding of and ability to provide the scope of work and services required by this RFP, including the minimum staffing plan;

6.4.1.2 Ability to obtain and maintain a qualified workforce, including subcontractors;

6.4.1.3 Approach to recruiting and retention of workforce;

6.4.1.4 Proposed community network, utilization review, claims management, and quality improvement;

6.4.2 Management. The management part of Bidder's submittal in response to this RFP is 30% of the total score. The final score in this Section is determined by giving the maximum number of points available to the proposal with the highest raw score. The evaluations will be based upon the following, in order of importance (from most to least important):

6.4.2.1 Bidder qualifications and experience providing comprehensive healthcare services in correctional systems;

6.4.2.2 Personnel qualifications.

6.4.3 Cost. The weight for the Cost Submittal of this RFP is 40% of the total points. The cost score is determined by giving the proposal with the lowest total cost and variable monthly rate per inmate the maximum number of cost points available. Additionally, bidder's proposed cost variable per diem will be evaluated for reasonableness and realism. Any exceptions to the RFP requirements as part of bidder's proposal that affect its Cost Submittal may result in disqualification of a proposal; however, bidder may, if requested by MDOC, present a best and final cost proposal.

6.5 Bidder Responsibility. To be responsible, Bidder must submit a responsive proposal, possess the capability to fully perform the contract requirements in all respects, and have the integrity and reliability to assure good faith performance of the contract. In order for a bidder to be considered responsible under this RFP and, therefore, eligible for selection for best and final offers or selection for contract negotiations:

6.5.1 The total score for the Technical and Management portions of bidder's proposal combined must be greater than or equal to 70% of the available points for those two Sections combined before evaluation of the Cost Submittal will occur. A bidder that does not meet this 70% combined threshold will be disqualified from further evaluation; and

6.5.2 Bidders must establish bidder possesses the financial capability to assure good faith performance of the contract, demonstrating compliance with the Performance Bond requirement in Section 6.6 and the insurance requirements contained in Section 7.4.4.

6.6 Performance Bond. Selected bidder must provide official documentation from a bonding or surety company that it has the ability to provide a performance guarantee or Bond in the amount of twenty million dollars (\$20,000,000.00) within fifteen (15) working days of contract signature by the MDOC Commissioner. Security will be in the form of a formal bond or other form acceptable to the MDOC and State of Mississippi. Letters of guarantee from a parent company or subsidiary will not be an acceptable form of a performance guarantee. The performance guarantee or bond will remain in force from the Contract start date through the end of the initial contract term and any subsequent contract renewal terms. A breach of contract by selected bidder will cause the performance guarantee or bond to become payable to the State of Mississippi. MDOC will be the custodian of the performance guarantee or bond. The performance guarantee or bond is predicated upon the condition of verified services rendered by selected bidder regarding the fulfillment of all contractual obligations. A good faith effort has been made by the MDOC to list all functions and/or services required for the fulfillment of the contract in the provision of comprehensive healthcare services under this RFP. This in no way relieves selected bidder of the obligation to furnish all personnel, services, and equipment required in meeting the needs of the MDOC for proper and professional implementation of the contract.

6.7 Ranking and Final Award. To be responsible, a bidder must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for a responsible Bidder to be considered eligible for selection for contract negotiations:

6.7.1 MDOC will rank responsible bidders according to the total overall score assigned to each, in descending order.

6.7.2 MDOC shall select for contract negotiations the bidder with the highest overall score.

6.7.3 MDOC reserves and maintains the discretion to reject all proposals or cancel the RFP at any time prior to the time a contract is fully executed, when it is in the best interest of MDOC. The reasons for the rejection or cancellation shall be made part of the contract file.

6.8 Term of Contract. The term of any resulting contract will commence on the effective date and will end three (3) years after the effective date. MDOC shall have the option to renew the contract for two (2) additional 1-year renewal terms. MDOC will fix the effective date after contract has been fully executed by the selected bidder and by MDOC and all approvals required by the State's contracting procedures have been obtained. Selected bidder shall not start the performance of any work prior to effective date of the contract, and MDOC shall not be liable to pay the selected bidder for any service or work performed or expenses incurred before the effective date of the contract, including any work performed or expenses incurred associated or related to a contract award. Until the selected bidder receives a fully executed and approved written contract from MDOC, there is no legal and valid contract, in law or in equity, and the selected bidder shall not begin to perform.

## **7 PERFORMANCE REQUIREMENTS**

### **7.1 General Requirements.**

7.1.1 General Performance Expectations. MDOC seeks to procure the services of a qualified and experienced bidder to provide comprehensive health services to the individuals in the custody of MDOC. All services provided must, at a minimum, meet acceptable healthcare standards. At a minimum, the bidder must comply with applicable standards of care and provide constitutionally adequate healthcare services. However, MDOC desires to contract with a selected bidder that provides quality healthcare services in an effective, patient-centered, timely, and efficient way consistent with applicable MDOC policies and protocols (as revised) and appropriate national standards promulgated by businesses such as the American Correctional Association and National Commission on Correctional Health Care adopted by MDOC. If any applicable MDOC policy or protocol for a particular type of healthcare service provides for a lesser degree of care than acceptable medical standards, then such acceptable medical standard shall take precedence. If any applicable MDOC policy or protocol establishes a higher standard of care than acceptable medical standards, then such MDOC policy or protocol shall take precedence. At this time, no accreditation from a national organization such as the ACA or NCCHC will be required by MDOC, although MDOC expects the selected bidder to cooperate in full with any efforts to operate within, and contribute to, accreditation requirements from a national organization such as the ACA and NCCHC.

### **7.2 RFP Objectives.** The overall goals of the healthcare services contract resulting from this RFP are to:

7.2.1 Provide healthcare consistent with the general performance expectations set forth in Section 7.1.1 above;

7.2.2 Maintain all State licensure requirements, standards, and reporting requirements regarding the delivery of healthcare to the incarcerated population;

7.2.3 Maintain acceptable levels of healthcare and support staffing;

7.2.4 Maintain documents and information accurately memorializing the healthcare services provided to the incarcerated population;

7.2.5 Develop and maintain documents and information concerning the delivery of healthcare services so that the data can be used to evaluate and improve the provision of healthcare services;

7.2.6 Purchase and deliver healthcare services in a cost-efficient manner and develop strategies to minimize healthcare cost increases during the term of the contract;

7.2.7 Partner with MDOC and its other healthcare providers to participate in a joint Continuous Quality Improvement (CQI) plan, focusing on outcome strategies to improve patient care, including a reduction of any MDOC policy noncompliance;

7.2.8 Fully cooperate with MDOC and other healthcare providers to effectively treat medical and mental health disorders at a level consistent with community standards of care; and

7.2.9 Partner with the MDOC to increase onsite access to specialty services in order to decrease off-site transportation.

7.3 Nature and Scope of Work and Services. Selected bidder will be responsible to provide comprehensive healthcare services at the MDOC facilities identified in **Appendix B**. A listing and map of MDOC facilities can be located on MDOC's website (<https://www.mdoc.ms.gov/facilities>). For additional information regarding the profile of the MDOC facilities, refer to **Appendix B**, MDOC Facility Profiles.

7.3.1 A complete list of current institutions and the estimated populations (based on population projections) for MDOC facilities are presented in **Appendix F**, Inmate Population, as a reference for bidders. MDOC does not guarantee the population estimates. Bidders must present a flexible proposal to deal with possible fluctuations. Should MDOC open new institutions or close institutions, those facilities may also be added to or deleted from the contract resulting from this RFP. MDOC reserves the right to increase or decrease the number of dedicated beds in any specialty services, including, but not limited to, mental health, inpatient, long-term care, and/or dialysis, during the term of any resulting contract.

7.3.2 Selected Bidder will provide necessary healthcare to individuals in the custody of the MDOC who are assigned to a MDOC Regional Facility (RF), Community Work Center (CWC), and Technical Violator Center (TVC) as listed in **Appendix B**. Medical and Mental Health services to be rendered at RFs, CWCs, and TVCs shall be sufficiently tailored to meet the needs of inmates with specific healthcare needs as it applies to the facilities' security operations, mission, structure, environment (space), and programing. Generally, RFs, CWCs, and TVCs do not require the scope or degree of medical and mental health services available at MDOC major facilities. Inmates at those facilities that require mental health outpatient services, or those scheduled for mental health provider appointments, will be transferred to the designated MDOC major facility. However, MDOC would prefer to provide these services when possible, via tele-health. Inmates who require medical procedures within the community or hospitalization will be transferred to a MDOC major facility. Services provided pre- and post- op, such as follow-up appointments, dental services, and specialty consults, should be provided via tele-health when appropriate. Mental health counseling may be provided via tele-health.

7.3.2.1 Relative to the limited space for the provision of healthcare at the RFs, CWCs, and TVCs, the following healthcare services shall be available onsite at each on a regularly scheduled, no less than weekly, basis:

7.3.2.1.1 Nursing triage, RN sick-call clinic, and medical provider sick-call clinic;

7.3.2.1.2 Documentation, distribution, and management of the Keep on Person (KOP) medication program;

7.3.2.1.3 Distribution and management of medical supplies and proper containment and disposal of sharps/medical bio-hazardous waste;

7.3.2.1.4 Transfer screening and/or evaluation for medical needs;

7.3.2.1.5 Identification and management of the treatment of inmates with chronic care shall include the screening, evaluation, education, referral for dental services, and referrals and scheduling of routine physicals;

7.3.2.1.6 Offsite specialty diagnostics and on-site emergency services for inmates and correctional staff at the RF, CWC, or TVC;

7.3.2.1.7 Any additional onsite medical services required by an inmate at any RF, CWC, or TVC that are not included in that facility's scope of medical services described above shall be provided at the designated major facility; and

7.3.2.1.8 Outpatient mental health services, when not available via tele-health.

7.3.2.2 Qualified healthcare staff from the sending MDOC facility will complete an intra-system transfer form prior to an inmate's transfer to a RF, CWC, or TVC. Healthcare staff at the receiving facility will then complete the intra-system transfer form within five (5) working days upon the inmate's arrival to a RF, CWC, or TVC.

7.3.2.3 Healthcare staff will be responsible for identifying inmates who may be in need of medical care beyond the scope of services at a RF. Healthcare staff shall notify MDOC to recommend transfer of an inmate to accommodate their health needs in a timely manner. Notification shall occur by submission of the intra-system transfer form together with a written request to the Superintendent of the facility and MDOC. The final recommendation regarding the transfer of any inmate shall rest within the reasonable discretion of the attending practitioner.

7.3.2.4 MDOC is to be notified immediately of any inmate with a chronic care condition that cannot be readily managed and/or who is uncooperative in the management of his or her chronic care conditions and may not be suitable for placement in a RF, CWC, or TVC setting.

7.3.2.5 Staffing requirements, as provided in **Appendix C**, include sufficient medical and mental health personnel, as well as support staff, to provide services at each satellite facility. The responsibilities for the individual RFs, CWCs, and TVCs will be associated and coordinated with the geographical location of a major facility and its proximity to that major facility. Bidders who qualify for an interview should be prepared to discuss their vision of how services will be provided at the RFs. Further discussions will take place with the selected bidder at the time of negotiations.

7.3.3 MDOC fully intends to provide all inmates in its custody with healthcare services similar or equivalent to those available to the general public, although such intentions remain partially aspirational given the natural and unavoidable limitations that exist inside of a correctional environment. MDOC recognizes that methods of delivery of correctional healthcare services differ from methods used to provide similar services to members of the public. Nevertheless, the selected bidder will be expected to provide healthcare services that meet or exceed the general performance expectations identified in Section 7.1.1 above.

7.3.4 Bidders must demonstrate an understanding of MDOC's necessity to develop a strong collaborative, multi-disciplinary model of healthcare. Bidders must propose a plan for collaboration with vendors, contractors, and personnel working within MDOC facilities.

7.3.5 Bidder must have a proven ability for contract transition with an orderly and efficient startup or contract transition. Services must be operating at required capacity within ninety (90) days of the contract start date. A detailed implementation plan must be submitted, describing how the following issues will be handled:

7.3.5.1 Proposed timetable for implementation and operation and a statement relating to bidder's ability to meet stated and required deadlines;



- the MDOC facility level;
- 7.3.5.2 Recruitment and retention of current licensed professional and support staff, at the MDOC facility level;
  - 7.3.5.3 Identifying and assuming the current cost of major medical care;
  - 7.3.5.4 Pharmacy inventory transfer procedures;
  - 7.3.5.5 Transfer of the personnel and training records of current employees who will be retained;
  - 7.3.5.6 Bidder's central management personnel to be assigned to supervise and monitor the transition and to ensure the satisfactory and continued provision of services to the inmate population; and
  - 7.3.5.7 Staff training on bidder's policies and procedures, including any transition process from current policies and procedures.

#### 7.4 Contractor Capabilities and Qualifications.

7.4.1 Minimum Qualifications. A bidder shall have, during each of the three (3) years prior to proposal submission, the following:

- 7.4.1.1 Experience in the delivery of comprehensive correctional healthcare services;
- 7.4.1.2 To at least four (4) correctional facilities or systems in separate geographic locations with an aggregate average daily population of at least 6,000 incarcerated individuals at all four (4) correctional facilities or systems; and
- 7.4.1.3 At least one (1) correctional facility with an inmate population of 1,000 or more incarcerated individuals.

#### 7.4.2 Non-Disclosure Agreement.

7.4.2.1 Bidders are required to attend the Pre-Proposal Conference and submit a completed and signed Confidentiality and Non-Disclosure Agreement, contained in **Appendix E** of this RFP, prior to access being granted. MDOC will accept the signed Non-Disclosure Agreement during the Pre-Proposal Conference;

7.4.2.2 Bidders that attend the Pre-Proposal Conference and have executed and submitted a Non-Disclosure Agreement will be provided access to information on MDOC healthcare policies and procedures and financial and operational information, including historical medical data for reference purposes.

7.4.2.3 In order to be granted access to the FTP site, in addition to the signed Non-Disclosure Agreement, the bidder must provide the full business name of the bidder and its representative's name and email address. Once MDOC receives this documentation, the bidder will receive, through a secure email, a file transfer protocol (FTP) User ID and FTP Password allowing the bidder access to the confidential and proprietary documents.

7.4.2.4 Consistent with the Non-Disclosure Agreement, upon award of a contract resulting from this RFP, all unsuccessful bidders must destroy all documents and information received or downloaded from the FTP site.

7.4.3 Health Insurance Portability and Accountability Act (HIPAA) Regulations. Selected bidder shall comply with all federal and state laws concerning the maintenance, use, and disclosure of healthcare documents and information, including protected health information (PHI), as defined by the Health Insurance Portability and Accountability

Act (HIPAA). Bidder must present MDOC with a detailed action plan to ensure compliance with applicable federal and state laws concerning healthcare documents and information, including HIPAA regulations, and shall have on staff, a designated HIPAA compliance officer. Bidder will be responsible for assessing its obligations under applicable federal and state law concerning healthcare documents and information, including HIPAA, and will include such assessment in its Technical Submittal. Bidder will be required to execute the Business Associate Agreement contained in **Appendix G** of this RFP.

7.4.4 Insurance Coverage. Selected bidder shall continuously maintain and pay for such insurance as will protect selected bidder, the State, MDOC, its officers, agents, and employees as named insureds from all claims, including damages and injuries (including death) and claims based on violations of civil rights, arising from or relating to the services performed under the awarded contract, and actions by a third party against selected bidder as a result of the awarded contract. Coverage required must also include, but not be limited to, medical malpractice, comprehensive general liability, worker's compensation, and employee's liability. Before signing the contract, selected bidder must file with the MDOC a certificate from selected bidder's insurer(s) showing the amounts of insurance carried and the risk covered thereby.

7.4.4.1 Medical malpractice liability insurance shall be no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Selected bidder must carry comprehensive general liability insurance coverage with one million dollars (\$1,000,000) combined single limit for personal injury and property damage that incorporates said coverage for all selected bidder's agents, employees, subcontractors, and subcontractors. This coverage is required to extend to services performed at any MDOC facility where services will be provided under the contract.

7.4.4.2 Selected bidder shall also maintain public liability and casualty insurance in sufficient amounts to protect the MDOC from liability for acts of selected bidder and risks and indemnities assumed by selected bidder in accordance with applicable law. If selected bidder does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – selected bidder must inform the MDOC and seek written permission for lesser coverage.

7.4.4.3 All insurance policies required under this RFP must name the MDOC as being a named insured or loss payee and as entitled to all notices under the applicable policies. All certificates of insurance shall contain the following provision: The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the MDOC has received at least ten (10) working days written notice. At least thirty (30) days prior to each policy anniversary date, Selected bidder shall provide the MDOC with renewal information, identify any changes in coverage.

7.4.4.4 MDOC will not provide any insurance coverage to selected bidder, its employees or subcontractors. Selected bidder shall obtain and maintain liability insurance covering selected bidder and those employees and subcontractors of selected bidder providing any service under the resulting contract.

7.4.5 Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, MDOC requires the selected bidder to develop, maintain, and update a strategy for maintaining operations for an extended period of time in a crisis or pandemic type of environment. In compliance with this Section, each bidder must:

7.4.5.1 Describe how the bidder anticipates such a crisis will impact its operations;

7.4.5.2 Describe the bidder's crisis or emergency response continuity of operations plan. Please attach a copy of the continuity of operations plan or, at a minimum, summarize how bidder's continuity of operations plan addresses the following aspects of crisis or emergency preparedness;

7.4.5.3 Employee training (describe bidder's training plan and the frequency of sharing the continuity of operations plan with employees, subcontractors, and MDOC staff); and

7.4.5.4 Describe contingency plans for:

7.4.5.4.1 How bidder will handle staffing issues when a portion of key employees are incapacitated due to illness;

7.4.5.4.2 How bidder's employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace;

7.4.5.4.3 How bidder will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.; and

7.4.5.4.4 How and when bidder's continuity of operations plan will be tested, and if such plan will be tested by a third-party.

7.4.6 Security Requirements. Due to the nature of working in a correctional environment, the following security requirements must be affirmatively accepted by Bidder:

7.4.6.1 Adherence to all security rules of MDOC and the respective MDOC facility;

7.4.6.2 Selected bidder must submit information identifying each of the selected bidder's employees or per diem personnel providing services at a MDOC facility, including the individual's name, social security number, driver's license number, race, gender, and date of birth. MDOC will conduct a background check, including a criminal background check, on each individual and may prohibit any individual from entering a MDOC facility when, in the discretion of the MDOC, such individual poses a threat to the security, safety, or orderly operation of the facility, including Prison Rape Elimination Act (PREA) related convictions. A background check typically takes MDOC up to three (3) days to complete. Additional information on PREA can be located on the MDOC's website (<https://www.mdoc.ms.gov/inmates/information-all-inmates/prison-rape-elimination-act>).

7.4.6.3 Individuals employed or subcontracted by selected bidder who will be performing services in a MDOC facility on a frequent basis (at least three (3) times a week) shall be required to undergo an initial orientation to the facility which will last not more than one week and participate in emergency drills and exercises twice per year. In addition, all new employees and subcontractors including those who are in a MDOC facility less frequently will be required to complete an initial orientation within the first week of work, not to exceed four (4) hours. An orientation will typically include information concerning basic security requirements, safety, contraband, relations with inmates and staff, PREA, and similar subjects. Annual refresher training, up to four (4) hours, may also be required, as per the MDOC minimum training criteria.

7.4.6.4 Selected bidder will work with security staff to develop alternatives when routine medical orders implicate particular facility security concerns.

7.4.6.5 Selected bidder will be responsible for maintaining operations during planned/unplanned facility lockdowns, states of emergency, natural disasters, and implementation of Incident Command System (ICS).

7.4.6.6 Selected bidder will be responsible for scheduling and notifying the Deputy Superintendent for Facility Management or his/her designee of outside inmate appointments for non-emergencies in a manner that causes minimum disruptions to the daily facility schedule.

7.4.6.7 MDOC may deny facility access to any of selected bidder's employees or subcontractors for any security-related concerns, whether confirmed or pending investigation, in the discretion of MDOC; provided that, MDOC will communicate its decision to selected bidder's managerial staff at the facility or an administrative office.

7.4.6.8 Selected bidder's employees and subcontractors will be offered the alternative of eating in the facility employee dining rooms. No meals may be brought into the facility without the written approval of the facility's Deputy Superintendent for Facility Management.

7.5 Required Services. Bidder shall describe its plan to provide the required healthcare services included in this Section. Bidder's Proposal shall be written in a manner that each service requested is addressed and is not merely a restatement of the task as stated in the RFP. Each bidder's proposal must provide specific information to show the overall statewide operations and, as necessary, address the specific needs of specific MDOC facilities.

7.6 Pricing. Bidder shall submit a Cost Submittal consistent with Section 5.6.7 above and **Appendix D**.

7.7 Medical Care Requirements.

7.7.1 Medical Primary Care Services. All basic primary care services will be provided by selected bidder. In delivering services, the selected bidder shall be required to provide those basic primary care and ancillary services typically provided to members of the general public by primary care providers, including, for example, services provided in connection with benefit claims and immunizations. Selected bidder's services shall be conducted by licensed, certified, and registered (as applicable) healthcare staff in accordance the law of the State of Mississippi and all applicable professional licensure boards.

7.7.2 General Medical Requirements.

7.7.2.1 Selected bidder shall provide on-site physician coverage to make infirmary rounds, supervise Restricted Housing Unit (RHU) sick call rounds, and provide emergency consultation to nurse practitioners, physician assistants, and nursing staff. Selected bidder shall provide an on-call physician to ensure 24-hour, 7 days a week coverage, with any telephone response being required within 20 minutes of notification call from the MDOC facility. A physician shall determine whether his or her on-site presence is required, give verbal orders and a treatment plan to nursing staff.

7.7.2.2 Selected bidder will provide on-site treatments for medical problems or injuries requiring sutures and minor surgical procedures as required on a 24-hour, 7 days a week basis. On-site procedures, such as suturing, must be performed as soon as practicable.

7.7.2.3 MDOC expects that physicians and nurse practitioners who provide primary care will be knowledgeable in the treatment of human immunodeficiency virus, acquired immunodeficiency syndrome, tuberculosis, hepatitis, and other communicable diseases, and will remain current in the treatment of these diseases.

7.7.2.4 Selected bidder will be required to integrate new treatment or testing services into the chronic care treatment plan of appropriate inmates within a reasonable timeframe when new treatment or testing for chronic somatic conditions are recommended by the Centers for Disease Control and Prevention, approved by the U.S. Food and Drug Administration, or other recognized authorities in the provision of treatment.

7.7.2.5 Bidder will provide a plan for orientation and a plan for continuing education and training for its physicians, dentists, psychologists, nurse practitioners, physician assistants, registered and licensed practical nurses, counselors, social workers, clinical coordinators, site administrators and other clinical and administrative staff on topics prescribed by selected bidder and MDOC, including, but not limited to, infectious diseases and tuberculosis,

infection control, emergency medical triage and management, suicide prevention, and pharmacotherapeutics. Documentation of training and continuing medical education credits will be kept in a personnel file and a copy will be given to MDOC. MDOC medical staff will be invited to attend any training and continuing education offered by selected bidder at no additional cost to MDOC. In addition, selected bidder will be responsible for the cost of subscribing to *UpToDate* Online for each physician, nurse practitioner, physician assistant, and other healthcare professional interacting clinically with MDOC's incarcerated population. Access to *UpToDate* shall be integrated into the MDOC's Electronic Health Record (EHR) system for access to clinical decision support during the clinical workflow process.

7.7.2.6 Bidders will provide a plan for initial orientation prior to its employees and subcontractors beginning work onsite, which will include, but not be limited to, the following: MDOC policies, procedures, clinical guidelines, and training on applicable software applications such as MDOC's EHR and utilization management.

7.7.2.7 Bidders will provide a plan to achieve twenty (20) hours of orientation within the first thirty (30) days on MDOC policies, procedures, medical protocols, MDOC's EHR, continuous quality improvement, infection control, utilization review, and consults. Bidders must include as part of a proposal an orientation manual that will be utilized for Medical Directors, practitioners, nursing staff, and non-clinical staff. Bidders must include who will be responsible to provide orientation for each staff listed above and the applicable timelines for the orientation.

7.7.2.8 Bidders will provide a plan for annual evaluation and verification of individual practitioners' skills and, as necessary, for remediation of clinical deficiencies. In addition, Bidders will provide a plan for system-wide practice enhancement tools, such as decision support, triage support, and management protocols, including emergency protocols.

7.7.2.9 Timeframes and Deviations Therefrom. As set forth in this Section, MDOC generally outlines various timeframes for the provision of healthcare in addition to the timeframes also contained in MDOC policies pertaining to the provision of healthcare. In the course of performance by the selected bidder, MDOC expects the selected bidder to utilize reasonable and appropriate effort to comply with the timeframes mandated by MDOC. However, MDOC understands and acknowledges that, in the course of providing any level of service in a correctional environment, circumstances beyond the control of the selected bidder and its staff and/or MDOC will arise which necessarily preclude compliance with these timeframes. In such instances, the selected bidder shall document in each individual's healthcare record: (a) the circumstances preventing compliance with the mandated timeframes, and (b) the efforts undertaken to meet the individual's needs and/or the corrective actions employed, if available, to alleviate such instances in the future. Finally, nothing contained herein shall be deemed an admission by either MDOC and/or its selected bidder that the timeframes contained herein and/or in MDOC policy constitute the "standard of care" for liability purposes under Mississippi law and/or constitute the minimally necessary requirements for MDOC's satisfaction of its constitutional obligations.

7.7.3 Intake History and Physical Examinations. All incoming inmates must receive an adequate history and physical conducted by an appropriate level healthcare staff who will properly refer incoming inmates for further evaluation of any acute or chronic problems, including any urgent or emergent needs. A comprehensive healthcare history and physical examination must be completed as soon as possible, but no later than fourteen (14) calendar days after reception.

7.7.3.1 Inmates with difficulties communicating (e.g., foreign speaking, developmentally disabled, illiterate, mentally ill, deaf, or blind) must understand how to access healthcare services. Therefore, information about access to healthcare services must be translated into a language of his or her origin or orientation. The inmate will sign a written acknowledgement of understanding and the original document will be filed in the inmate's healthcare record.

7.7.3.2 All incoming inmates must receive an adequate history and physical conducted by an appropriate level provider who will refer incoming inmates for further evaluation of any acute or chronic problem(s).

7.7.3.3 Intake staff must appropriately refer incoming patients for emergent, urgent, or routine mental health needs.

7.7.3.4 As a general matter, intake staff shall consult a medical provider in person or by phone regarding all Inmates arriving on certain critical medications within twelve (12) hours of arrival. For other medications, a consultation with the physician must occur within forty-eight (48) hours.

7.7.3.5 All incoming inmates must receive a medical, dental, and mental health history, a physical examination, and all required diagnostic testing, with identification of all major health problems in the health record.

7.7.3.6 Healthcare staff shall provide pertinent medical and mental healthcare status information to the designated staff at each MDOC institution responsible for classification and accommodation of any ADA-related needs.

7.7.3.7 The intake evaluation conducted upon arrival must, at a minimum, include the following:

7.7.3.7.1 Rapid COVID test, to include a polymerase chain reaction (PCR) test for COVID (SARS-CoV-2) for confirmation after a positive rapid COVID test;

7.7.3.7.2 Review and record demographic information, allergies, triage data, and any psychiatric and/or medical alerts;

7.7.3.7.3 Complete set of vital signs, including measured weight and height;

7.7.3.7.4 Syphilis serology and HIV/AIDS screenings are required for all intakes, ELISA screen for HIV and risk factor;

7.7.3.7.5 Urine dipstick for all inmates (urine chemistry due to abnormal results);

7.7.3.7.6 Chlamydia and gonorrhea screening for males;

7.7.3.7.7 A mammogram for females, in accordance with the American College of Obstetrics and Gynecological guidelines;

7.7.3.7.8 A complete gynecological exam for female inmates by a practitioner, including a Papanicolaou smear and screening for Chlamydia and Gonorrhea;

7.7.3.7.9 A health history, physical examination, review of systems, and substance abuse obtained and documented by a medical provider;

7.7.3.7.10 Capillary blood glucose (fasting blood sugar or A1c if abnormal results);

7.7.3.7.11 Complete blood count (CBC);

7.7.3.7.12 Vision and hearing screening;

7.7.3.7.13 Dental/oral examination with markers, as indicated; initial care plan documented by a licensed Dentist; and any subsequent required X-rays;

7.7.3.7.14 Pregnancy test for all females; and

7.7.3.7.15 Additional testing/diagnostics and examinations as identified or ordered by a medical provider.

7.7.3.8 Additional considerations for evaluation of incoming inmates include the following:

7.7.3.8.1 For inmates with a history of asthma or emphysema, intake staff should complete three (3) peak expiratory flow rate readings to include an oxygen saturation concentration percentage reading followed by documentation of any pulmonary diagnoses in the health record;

7.7.3.8.2 Screening (interview) incoming inmates for risk factors associated with Hepatitis C, though no serology test will be required at intake;

7.7.3.8.3 Educating incoming inmates and offering immunizations including, but not limited to, hepatitis A/B, influenza (seasonal), pneumovax (age or clinically indicated), COVID vaccination, and other routine immunizations;

7.7.3.8.4 Completing posterior-anterior-lateral chest x-ray to screen for tuberculosis on any new arrival, male or female inmate, testing positive for tuberculosis, or as directed by the examining physician for those inmates unable to receive the Mantoux tuberculin skin test. This procedure should only be performed on female intake assessments after evidence of a negative pregnancy test. Additional x-rays and other referrals (if indicated) will be performed as directed by the examining physician;

7.7.3.8.5 Administration of the first dose “stat” medications, as prescribed by the medical providers, to the inmate before he or she exits the medical unit;

7.7.3.8.6 Initiation of same day prescriptions within the first twenty-four (24) hour time-period, with all other prescriptions beginning within forty-eight (48) hours of the medical provider’s order;

7.7.3.8.7 Execution of necessary documentation to obtain pre-incarceration or pre-MDOC confinement offsite medical and mental health records, as requested by the healthcare provider, to include medication records and a formal request for the same;

7.7.3.8.8 Enrollment in appropriate chronic care clinics and first evaluation with a “care plan” or “treatment plan” completion by a healthcare provider;

7.7.3.8.9 Identification of inmates with special needs, including, but not limited to, inmates who demonstrate difficulty communicating (e.g., foreign speaking, developmentally disabled, illiterate, mentally ill, deaf, blind) along with a documentation of the methodologies utilized by intake staff to effectively establish communication with the incoming inmate to ensure effective communication and informed consent for all proposed treatments and procedures; and

7.7.3.8.10 The provision of information to incoming inmates in order to ensure their understanding of the manner in which they may access healthcare at the intake institution.

7.7.3.9 Incoming Female Inmates. All incoming female inmates will be notified of the results of the pregnancy test. A pregnancy test will be completed upon every female inmate arriving or returning to Central Mississippi Correctional Facility and/or Delta Correctional Facility after spending time working or living within the community regardless of the time frame from their last community assignment or previous release.

7.7.3.10 Women's Health and Perinatal Program. Healthcare staff will be trained in "gender responsive-trauma informed management" in meeting the physical and psychological needs of the female inmate population. In addition to general requirements of female inmates at intake, the following female-specific wellness and prevention activities will be conducted.

7.7.3.10.1 Preventative screening for osteoporosis, menstrual abnormalities, ovarian and cervical abnormalities, and menopause shall be provided. Inmates with abnormal results will be informed of their screening/test results and receive appropriate and timely follow-up testing and medical intervention.

7.7.3.10.2 Pregnant inmates require close obstetrical supervision and prenatal care. Bidder will provide an onsite prenatal program that meets the special needs of pregnant inmates. A 1.0 full-time equivalent board-certified obstetrician is included in the RFP minimum staffing plan at Central Mississippi Correctional Facility to provide these services and any additional OB/GYN related services for Delta Correctional Facility. Clinically appropriate delivery services are to be conducted at a licensed Mississippi hospital as pre-arranged by the selected bidder. High-risk pregnancies and births are to be managed at an in-state hospital with the capacity to manage complicated and complex pre-natal care. Ambulance transport for delivery services is to be obtained by the selected bidder.

7.7.3.10.3 Post-partum care may be provided within the institution infirmary and later within the institutional setting. A mental health post-partum counseling session will be scheduled within seven (7) days upon an inmates return to the facility to evaluate signs of post-partum depression and potential need for follow-up mental health counseling.

7.7.3.10.4 Infant care and/or services are not expected of the selected bidder.

7.7.3.10.5 The selected bidder will maintain a monthly log of all pregnant inmates at intake and the date and outcome of delivery.

7.7.3.11 Development and Implementation of Healthcare Intake Log. Within sixty (60) days of assuming performance of the contract, selected bidder shall implement an electronic log, in a form acceptable to the designated representative of MDOC, that documents the following for each incoming inmate: (a) name; (b) MDOC identification number; (c) date of arrival; (d) date of initial screening; (e) PPD/TST with millimeter results and/or chest x-ray results; and (f) tuberculosis screening form completion, to include PPD/TST placement with millimeter results or other required screening measures, at a minimum. Selected bidder shall develop a system appropriate to ensure that this electronic log can be remotely shared with authorized MDOC staff via FTP server or other online portal.

7.7.3.12 Development and Implementation of New Medical and Mental Health Coding System. Upon execution of the contract, selected bidder shall immediately consult with MDOC for the purpose of developing a comprehensive coding system based upon the acuity of an inmate's medical and mental health needs, together with protocols for the implementation of the coding system and intervals and/or events at which time such medical and mental health codes will be reassessed or reevaluated. Such coding system shall be approved by MDOC and utilized for the purposes of evaluating each inmate's needs, the relative degree of importance of each need, and with a goal of optimally placing inmates in a MDOC facility best suited to meet those needs, with the required level of healthcare services and frequency of access to those services. Any such coding system **must** include the identification of inmates diagnosed with an SMI. Within 180 days of beginning performance of the contract, selected bidder shall begin training and implementation of the agreed-upon coding system with the goal of coding at least 90% of the inmate population within ninety (90) days of implementation.

7.7.4 Inmate Annual Assessments. Qualified healthcare professionals will conduct, complete, and document the required physicals in a timely manner, which shall mean at least annually. Inmates suffering from chronic conditions shall be seen for examinations on a more frequent basis, as clinically indicated by the treating physician. Such



physicals shall include, at a minimum, a temperature, pulse, respirations, weight, blood pressure, and TST. All inmates will have a TST for tuberculosis completed on an annual basis.

7.7.5 Appointment Scheduling and Tracking Database(s). Bidders must provide a detailed explanation of the database that the bidder intends to utilize in order to track and schedule inmate healthcare services. Selected bidder will be responsible for all costs associated with development, maintenance, and data entry into such tracking and scheduling system(s).

7.7.6 Medical Records. Records shall be maintained in accordance with MDOC policy 25-04H, and facility operational procedures. Selected bidder shall ensure that accurate, comprehensive, legible, up-to-date healthcare records are kept on each inmate under its care and that such records remain confidential, with copies of reports of outside hospitalizations, outside consultations, and emergency room visits returned to the facility for inclusion in the MDOC medical records. Selected bidder will be required to utilize MDOC's EHR. Selected bidder must ensure that all newly acquired clinical staff, including temporary staff, receive training on the use of the MDOC's EHR.

7.7.6.1 Selected bidder will be responsible to purchase any required records, index tabs, alpha-numeric labels, single inserts, envelopes for transporting records, and healthcare forms it may require. Medical forms should only be modified with approval by MDOC. Each paper record or form provided during a transport must be sealed in an opaque envelope and signed for by the transporting and receiving officer.

7.7.6.2 All healthcare records are the property of the MDOC, including those reports generated by outside contractors. Upon termination of the contract, selected bidder will return to MDOC any healthcare records regarding inmates incarcerated by the MDOC.

7.7.7 Daily Triage of Sick-Call Requests. The triage of sick-call requests will be conducted in accordance with applicable standards promulgated by the American Corrections Association and National Commission on Correctional Healthcare. The collection and review of all sick-call requests will take place seven (7) days a week, including holidays and weekends. For MDOC facilities with daily nursing services, sick-call requests must be reviewed and triaged within twenty-four (24) hours of a sick-call request being submitted by the inmate. For MDOC facilities without daily nursing services, sick-call requests must be reviewed and triaged the next scheduled clinic day. A registered nurse will evaluate Inmates presenting themselves for assessment, and oversee the daily sick call process. Approved nurse evaluation and assessment tools will be utilized to manage the Inmate's sick-call request and/or to refer the inmate to a physician or nurse practitioner, as necessary. An immediate referral to a higher-level practitioner will be done as clinically indicated.

7.7.7.1 All medical triage activity must be supervised and/or reviewed of the Director of Nurses or Registered Nurse Manager. Medical emergencies are to be assessed twenty-four (24) hours a day, seven (7) days a week and appropriate referrals and care provided. A registered nurse, nurse practitioner, or physician assistant will conduct onsite nurse sick-call clinic.

7.7.7.2 All "Sick Call Request" slips must be dated, timed, and initialed by nursing personnel when reviewed. Inmates are to be provided written instruction advising them of the plan of care, including applicable educational information, follow-up instructions, and referral to a higher-level practitioner. Due to security considerations, an offsite appointment date shall not be shared with the inmate. Sick-call requests must be tracked by logging the initial request and each step of the referral process through completion on a Sick Call Tracking Log.

7.7.8 Sick Call. Selected bidder will conduct sick calls at each MDOC facility utilizing a physician, nurse practitioner, or physician assistant at the times designated by the MDOC facility. Sick call may not be concluded until all inmates scheduled for sick call have been assessed. Physicians or nurse practitioners are required to make a co-pay determination(s) in accordance with MDOC policy 25-01-A and complete required documentation. Sick call will be conducted by a qualified medical professional a minimum of:

7.7.8.1 Five (5) days per week for the general population;

7.7.8.2 Seven (7) days per week for inmates housed in a restricted housing unit, infirmary, skilled care unit, mental health unit, or special management unit;

7.7.8.3 Seven (7) days per week for inmates referred by the correctional or administrative staff or by selected bidder's healthcare professionals; and

7.7.8.4 At least one (1) day per week, a physician must be the one to conduct sick call in a restricted housing unit, infirmary, skilled care unit, mental health unit, or special management unit.

7.7.9 Infirmiry Operations. Bidder must follow MDOC policy 25-05-G for admissions into the infirmary. The history and physical examination of any inmate admitted to an infirmary shall be completed by selected bidder within twenty-four (24) hours of the inmate's admission to the infirmary. The medical history and physical evaluation shall be documented according to the applicable MDOC policy.

7.7.9.1 Inpatient rounds shall be conducted by a physician Monday through Friday. Inpatient rounds may be conducted by a physician, nurse practitioner, or physician assistant on weekends and MDOC observed holidays. Qualified medical professionals shall maintain appropriate documentation of an inmate's assessment, diagnosis, evaluation, screening, treatment, and other medical interactions, consistent with applicable MDOC policy.

7.7.9.2 Inpatient infirmary care may be consolidated in selected MDOC facilities at MDOC's discretion. Currently, the following MDOC facilities provide inpatient infirmary care: MSP, CMCF, and SMCI.

7.7.10 Specialty Services. Selected bidder shall provide all necessary medical specialty services for the health care needs of the inmate population, including but not limited to the following:

Internal Medicine	Audiology
Gastroenterology	Neurosurgery
General Surgery	Oncology
Orthopedic Surgery	Respiratory Therapy
ENT	Ophthalmology
Podiatry	Cardiology
Dermatology	Rehabilitative Services/Physiatry
Urology	Oral Surgery
Nephrology	OB/Gynecology
Endocrinology	Physical Therapy, Occupational
Infectious Disease	Rehabilitative Services

All specialists must be board certified in the specialty or board eligible by that board's standards.

Selected bidder must approve or disapprove all specialty referrals, including prosthetics, within seven (7) working days through their utilization review process. Selected bidder must have a process in place to ensure that follow-ups are completed on alternate treatment plans to determine if further treatment is medically necessary. Inmates must be seen by the specialty care provider within thirty (30) days of approval of the initial referral (or the frequency mentioned in bidder's proposal if less than thirty (30) days) for on-site services and sixty (60) days for off-site services, with the exception of "stat" orders for which selected bidder will provide specialty care immediately.

7.7.10.1 Selected bidder will be required to complete the diagnostic process and begin initial treatment within forty-two (42) days or less when there is any clinical suspicion of a potentially serious or life threatening illness, regardless of the number of diagnostic tests that may be required.

7.7.10.2 Telemedicine consults will be completed within sixty (60) days of approved service. Selected bidder may request a waiver from MDOC's designated representative for difficult cases or specialties that normally require a longer referral time. Selected bidder shall notify the Director of Health Care Services of the failure of inmates to report to scheduled clinics. The aforementioned timeframes do not apply to emergent or urgent cases. Selected bidder must have a mechanism in place to track and ensure that such care is provided as soon as possible.

7.7.10.3 Selected bidder must supply MDOC the following information for consultant visits:

7.7.10.3.1 Off-Site Consultation Record (electronic version when implemented in the MDOC's EHR) must be completed by the consultant and returned to the institution after the consultation; and

7.7.10.3.2 Typed consultation reports must be completed within thirty (30) days.

7.7.10.4 Clinics will be held within the MDOC facility when a sufficient number of cases exist (specifically, either a minimum of six (6) inmates per specialty within a 30-day period; or, if the cost of transporting the inmates exceeds the cost of the onsite services) and the necessary mobile medical equipment can be brought to the institution. Selected bidder should consider telemedicine as an alternative, when clinically appropriate. Selected bidder is responsible for scheduling the clinic times in coordination with the Warden and scheduling of inmates for the clinics.

7.7.10.5 Selected bidder shall be responsible for supplies used by, or ordered by, the specialists and for the provision of recommended prosthetics (other than dental), braces designed for orthopedic stability, orthopedic special shoes and alterations, and hearing aids. Selected bidder will also be responsible for the fitting and repair of prosthetics, including those prosthetic devices currently used by inmates.

7.7.10.6 Hepatitis C antibody screening is offered to all inmates on intake. Currently, MDOC has approximately 839 inmates identified as positive Hepatitis C. Each one is followed at the MDOC facility through the chronic care clinics. They are also evaluated by the facility staff for possible treatment with medications. If approved, they are transferred to MSP, CMCF, or SMC. Any inmate arriving on the new medical regimens will be evaluated case-by-case for continuation of their treatment. Once MDOC revises its current protocol, and initiates treatment with the new medical regimens, selected bidder will be expected to provide an MDOC-approved physician with experience in treating Hepatitis C. This Mississippi-licensed physician is to provide direct patient care via telemedicine during the entire period of treatment.

7.7.10.7 Selected bidder will be responsible to provide an on-site wound care specialist, which may be a registered nurse certified as a wound care specialist under the supervision of a physician.

7.7.11 Outpatient Services. Selected bidder is responsible for providing all outpatient services for the assessment, evaluation, diagnosis, management, and treatment of any disease, injury, or other healthcare need of MDOC's inmate population. These services include, but are not limited to, surgical and non-surgical procedures, diagnostic imaging, and laboratory services (including pathology), and will be the financial responsibility of the selected bidder. Emergency room services that do not result in a hospital admission are considered outpatient costs that must be paid by selected bidder. Selected bidder must obtain from the provider, and provide to MDOC, the following for emergency visits and outpatient medical or surgical procedures:

7.7.11.1 Discharge instructions immediately upon release;

7.7.11.2 Copy of emergency room records, or outpatient records, within thirty (30) days;  
and

7.7.11.3 Electronic documentation, if available.

7.7.12 Hospitalizations. Inpatient costs will be MDOC's responsibility. Selected bidder must maintain clinical oversight and utilization review services for all inpatients and coordinate the appropriate discharge planning with MDOC. All clinical and utilization data must be provided to appropriate MDOC personnel (including the Health Services Administrator) on a daily basis.

7.7.12.1 Bidder is required to identify in its proposal primary hospitals for each MDOC facility and the types of services they will be providing. A change in the primary hospital from that proposed by bidder must be approved by the Director of Health Care Services in writing, prior to the change. Inmate transfers to other MDOC facilities may be approved for inpatient unit care or local hospital care when medically necessary. When outside hospitalization is required, selected bidder will coordinate with security staff in arranging transportation and correctional officer coverage for the length of stay.

7.7.12.2 Selected bidder will arrange for services from a local licensed acute care hospital convenient to each institution.

7.7.12.3 Selected bidder's chosen hospitals must provide vehicle parking, local telephone calls, and appropriate meals for correctional staff. Any costs associated with providing these items will be paid by selected bidder.

7.7.12.4 Selected bidder's chosen hospitals must work in conjunction with MDOC's security staff to arrange for the secure supervision of inmates. MDOC prefers that the hospitals have a dedicated security ward, unit, or a suite of rooms for inmate utilization.

7.7.12.5 The chosen hospitals must agree to comply with all MDOC policies.

7.7.12.6 Selected bidder must obtain from the chosen hospital, and provide to MDOC, the following information for inpatient visits:

7.7.12.6.1 Discharge instructions immediately upon discharge;

7.7.12.6.2 Discharge summary within fourteen (14) days from discharge;

7.7.12.6.3 Complete copy of the hospital medical record within thirty (30) days of discharge; and

7.7.12.6.4 Electronic documentation, if available.

7.7.13 Requirements, Financial Limitations of Selected Bidder, and Assumptions. Selected bidder is responsible for ensuring the fulfillment of any and all healthcare staff privilege requirements for any hospital within the State and providing attending physician services at a particular hospital, as needed, to render inmate medical care.

7.7.13.1 A twelve (12) month financial threshold, or annual aggregate cap of \$25 million dollars (\$25,000,000), for community healthcare services is established for the first anticipated contract period of October 1, 2024, to September 30, 2025, and each subsequent contract year (including any adjustments thereto based upon contract pricing). Only adjudicated community healthcare service claims for offsite services, as processed and paid by the selected bidder, will be applied to this base financial threshold, within the limitations of services outlined below. In addition, air/flight ambulance services that result in an inpatient admission will be applied to this aggregate threshold upon the processing and payment of a claim by the selected bidder.

7.7.13.2 The cost of inpatient medical services applied to the annual threshold identified in Section 7.7.13.1 above will include:

7.7.13.2.1 Inpatient healthcare services per diem rate associated with an inmate hospital stay of twenty-three (23) hours or longer during the inmate stay;

7.7.13.2.2 Physician and specialty physician fees incurred in the treatment of an inmate while in the hospital;

7.7.13.2.3 Diagnostic testing, including laboratory and imaging costs; and

7.7.13.2.4 Pharmaceuticals and equipment utilized in treatment.

7.7.13.3 The cost of outpatient medical services applied to the annual threshold identified in Section 7.7.13.1 above will include:

7.7.13.3.1 Outpatient inmate healthcare services that cannot be provided or accommodated for within a MDOC facility;

7.7.13.3.2 Outpatient services, treatments, and procedures that require a twenty-three (23) hour or shorter stay by the inmate at the hospital or community healthcare provider;

7.7.13.3.3 Physician, specialty physician fees associated with the outpatient treatment;

7.7.13.3.4 Diagnostic testing, including laboratory and imaging costs provided during the outpatient procedure;

7.7.13.3.5 Pharmaceuticals utilized in a procedure and prescribed equipment that the inmate will return with to the MDOC facility.

7.7.13.4 The cost of pharmaceuticals and blood/serum products provided in the treatment of HIV, Hepatitis C, and Hemophilia for individual inmates diagnosed with such disorder and housed within a MDOC facility will be applied to the annual threshold identified in Section 7.7.13.1 above based on specific patient information and appropriate drug category.

7.7.13.5 The budgeted allocation of funds associated with the financial threshold identified in Section 7.7.13.1 above will be reconciled quarterly by the end of the subsequent quarter, for the prior quarter's expenditures. Selected bidder will have ninety days (90) from the first day of a contract term to adjudicate, pay, and apply such claims to the financial thresholds as stated. At the end of each twelve (12) month period, the selected bidder will have one hundred twenty (120) days to reconcile the final quarter of the contract period.

7.7.13.6 Selected bidder will provide concurrent and retrospective reviews of pending claims, and report incurred and outstanding claims to the MDOC's designated financial/accounting staff member on a monthly basis.

7.7.13.7 A detailed report of adjudicated claims will be provided on a quarterly basis with supporting documentation in an Excel format that is acceptable to the State and MDOC.

7.7.13.8 In the event that paid claims or costs for the designated contract period exceed the base financial threshold, selected bidder will be responsible for sixty percent (60%) of paid claims in excess of \$25 million (\$25,000,000) that are incurred during the twelve (12) month contract period. By way of example, if paid claims or costs exceed the established base financial threshold in a contract period by \$2,500,000 million dollars, selected bidder's financial responsibility would be capped at \$1,500,000 and MDOC will be financially responsible for the remaining \$1,000,000.

7.7.13.9 In the event that paid claims or costs for the designated contract period are less than the financial threshold, selected bidder will refund MDOC one-hundred percent (100%) of the remaining designated funds, minus ten percent (10%) of the difference between actual paid claims and costs and the aggregate financial threshold, for administrative fees and claims management.

7.7.13.10 In the event that the selected bidder experiences an increase in paid claims and costs in each subsequent twelve (12) month contract period, the corresponding budgeted financial threshold will increase accordingly. For example; if the paid claims and costs during the second twelve (12) month contract period increases by 4%, then the \$25 million dollar budgeted financial threshold will increase to \$26 million.

7.7.13.11 Services and treatments that will not be eligible for application towards the annual financial threshold include all healthcare services provided within a MDOC facility and associated costs, such as staffing and onsite specialty service providers and healthcare staff, pharmaceuticals (except those identified in Section 7.7.13.4), dialysis, medical supplies and prosthetics, medical equipment, ambulance services, over the counter medications, laboratory and diagnostic imaging (e.g., X-ray, CT scans, and ultrasounds), activity and programing supplies utilized in mental health treatment, suicide smocks and blankets, computer equipment and software, dental tools, and training supplies.

7.7.14 Physical Therapy. Selected bidder shall set forth a statewide plan for maximizing on-site physical therapy services and minimizing off-site physical therapy services. This plan should include a physical therapist and physical therapy assistants consistent with the minimum staffing plan set forth in **Appendix C**.

7.7.15 Utilization Review and Case Management. Selected bidder shall be responsible to establish and maintain a utilization review plan that includes direct communication with the facility Medical Directors to evaluate the appropriateness and medical necessity of services. Selected bidder will provide on-going training in approval criteria and provide onsite resources for its practitioners and onsite administrative staff.

7.7.15.1 Selected bidder will assist MDOC in providing inpatient utilization and claims management for inmates in MDOC custody, inmates transferred to MDOC custody but housed in a non-MDOC facility, and inmates serving time under a community-based program. If an inmate is admitted to a community hospital, the Superintendent or designee will notify selected bidder's designated UM Coordinator and Regional Medical Director of the inmate's location and point of contact. Daily UM reports for these classifications of inmates are to be included in selected bidder's daily UM report. Selected bidder's Regional or Assistant Medical Director will assist in the communication of treatment modalities with the inmate's attending hospital physician.

7.7.15.2 Selected bidder will make referral arrangements to a specialist physician for treating inmates whose healthcare needs extend beyond the scope of services provided on-site. Selected bidder will pay all costs incurred from care by a specialist and other service providers within the financial parameters as outlined in this RFP. All referrals are to be coordinated through the individual facility Superintendent to address transportation and security issues. Scheduled appointments must be given to the Superintendent or designee in writing at least one (1) week prior to the appointment. Last minute changes must be communicated to the Superintendent or Shift Commander's office in writing, immediately upon notification.

7.7.15.3 Utilization review includes timely processing each consult or request for on and off-site healthcare services for approval and alternate treatment plan notifications. Expedited processing for any specialized care such as Oncology, HIV, Hepatitis C, GI, Orthopedic, etc. should be available. The utilization review must include a provider and MDOC appeal process.

7.7.15.4 Selected bidder must enter/track all on-site and off-site consultations, alternate treatment plans, etc. in MDOC's EHR. MDOC's EHR will facilitate the approval workflow process, timeline monitoring, etc.

7.7.15.5 Selected bidder must facilitate the provision of a bidirectional application-programming interface with MDOC's EHR for billing/authorization number issuance purposes.

7.7.15.6 The utilization review plan will explain in detail the step-by-step processing of each consult or request for on and off-site medical services, subject to the utilization review process; approval, pending, and alternate treatment plan notifications, provider and MDOC appeal processes.

7.7.16 Dialysis. An eighteen (18) chair hemodialysis unit is located at Central Mississippi Correctional Facility for male and female inmates. MDOC's current subcontracted provider is CharDonnay, Inc. Selected bidder is responsible for securing comprehensive hemodialysis services, to include all supplies, equipment, and specialty consults by a Mississippi licensed, board-certified nephrologist. Bidder will evaluate and recommend any need for the use of additional portable dialysis units. Selected bidder will maintain an on-call dialysis nurse and/or certified technician, designated to return to the MDOC facility to respond to any urgent and emergent dialysis need, including a treatment. Inmates sentenced to MDOC and received from the community on peritoneal dialysis are an extremely rare occurrence. However, when peritoneal dialysis is ordered for an inmate by a nephrologist, the selected bidder is responsible for securing and coordinating this service with the appropriate provider.

7.7.16.1 Selected bidder is responsible to ensure current inspection and maintenance of health and sanitation, including the integrity of the dialysis facility.

7.7.16.2 Selected bidder will be financially responsible for all treatment needs of an inmate receiving dialysis, to include but not limited to: supplies, equipment, portal/graph insertions and replacement, all pharmaceuticals utilized in treatment, and any associate laboratory or diagnostic test.

7.7.16.3 Selected bidder shall develop and follow protocols for the prevention of diseases and infection transmission utilizing standards of care or guidelines for dialysis patients that comply with the regulations for end stage renal disease services contained in 42 C.F.R. § 494.30. This will include a comprehensive infection control plan involving, but not limited to, standards-based precautions, personal protective equipment, environmental testing, housekeeping, laundry, body and blood fluid exposures, etc. Selected bidder will work with the Mississippi State Department of Health (MSDH) and its designated County Health Offices in supporting community infectious disease prevention. In accordance with State law, the MDOC may be required to house a non-sentenced individual who has been diagnosed as having active TB and is non-compliant with current medications and treatment. The MDOC will designate placement of such an individual at a facility where a single cell with a negative-air flow system is available. The selected bidder will not be responsible for the associated cost of care provided to this individual.

7.7.16.4 Selected bidder shall develop and follow policies and procedures for the provision of water and dialysate that comply with regulations for end stage renal disease services contained in 42 C.F.R 494.40 and are consistent with the Association for the Advancement of Medical Instrumentation (AAMI), including criteria for the biological and chemical composition of the water. Selected bidder will be responsible for providing water quality tests and will review the results with the healthcare administrator or designee.

7.7.16.5 Selected bidder is responsible to maintain all equipment in working order and replace it, if necessary. Selected bidder shall provide routine preventative maintenance of all equipment to ensure good working order.

7.7.16.6 Selected bidder shall develop and provide in-service training and orientation to all new hires to the unit. Staff competency for the performance of clinical care and documented comprehension of polices/procedures will be required during orientation and yearly thereafter. All dialysis technicians must be certified by the Nephrology Nursing Certification Commission.

7.7.16.7 Selected bidder shall provide in-service training initially, and at least quarterly, to the dialysis treatment staff on pre-treatment and post-treatment needs of dialysis patients.

7.7.16.8 Selected Bidder shall provide a Continuous Quality Improvement program designed to improve the quality of care for dialysis inmates utilizing ESRD Network, CMS, and national goals. This program will include, but is not limited to, laboratory monitoring of core indicators such as urea reduction ratio, hemoglobin, albumin levels, etc., and a comprehensive monitoring plan to track catheter vs. fistula (AVF/AVG) use as it correlates with outcome-based measures and infections.

7.7.16.9 In addition, selected bidder will:

7.7.16.9.1 Participate in delivering necessary healthcare while the inmate is in the unit;

7.7.16.9.2 Be responsible for working with the infectious waste disposal subcontractor to dispose of the infectious waste; and

7.7.16.9.3 Be responsible for transporting emergency labs to the local hospital.

7.7.17 Imaging Services. Selected bidder will meet the following requirements regarding imaging services:

7.7.17.1 Provide or subcontract for mobile digital X-ray equipment;

7.7.17.2 Arrange for digital radiographs to be taken by a registered technician at a MDOC facility on Monday through Friday at times designated by the facility (regularly scheduled days) unless facility operational schedules dictate otherwise;

7.7.17.3 Ensure interpretation is provided by a board-certified radiologist;

7.7.17.4 Provide an electronic report within seventy-two (72) hours of the image capture;

7.7.17.5 Ensure the radiologist calls the facility with any report requiring immediate intervention and provides the electronic reports to the institution as soon as read, or no later than twenty-four (24) hours after the reading;

7.7.17.6 Provide a web-based digital imaging solution that can facilitate an application-programming interface integration with MDOC's EHR. Include details of EHR access, storage, and retention of digital images;

7.7.17.7 Be responsible for the maintenance, pulling, filing, and purging of all historical X-ray films in accordance with MDOC policy;

7.7.17.8 Be responsible for all other X-rays and diagnostic testing not available at the institution. MDOC encourages the use of mobile CT scans on-site;

7.7.17.9 Provide ultrasound and mammography on-site at female facilities twice per month, unless otherwise approved by the facility; and

7.7.17.10 Provide and maintain all equipment and supplies required to operate the X-ray department.



7.7.18 ECG Services. Selected bidder will provide the equipment and software capable of communicating results to the patient's chart in the EHR, for the performance of electrocardiograms and will provide for their interpretation. In addition, interpretation must be provided within thirty (30) minutes for emergency cases. All significant abnormal results must be reviewed by a cardiologist. In addition, selected bidder will provide annual training and retraining of practitioners and nursing staff in emergency electrocardiographic interpretation.

7.7.19 Emergency Services. Selected bidder shall provide onsite emergency services for inmates, staff, volunteers, visitors, and vendors. In addition, selected bidder will provide training to all its employees and subcontractors regarding sexual assault response, care, and intervention in accordance with PREA and Sexual Assault Nurse Examiner requirements.

7.7.20 Medical Transports (Emergent and Routine). Selected bidder is responsible for the payment of medical transport services for inmates. Selected bidder shall provide ambulance and air/life flight services for transport to an outside hospital, medical facility, specialty service, or other location when a healthcare professional determines these services are necessary.

7.7.21 Laboratory Services. Selected bidder is responsible for all medical laboratory services including supplies, forms, and tests. Selected bidder shall provide laboratory services for staff pre-employment testing and any services as required by MDOC policy.

7.7.21.1 Selected bidder's selected laboratory must utilize the EHR interface to support the laboratory diagnostic testing documentation process.

7.7.21.2 Drug and alcohol screening tests ordered by facility staff are the responsibility of the facility for payment, except for the chain of custody urine drug screens for applicant physicals. Testing shall be by radioimmuno assay, EMIT, enzyme-based assay or other similar approved test with confirmation of positive results by means of a GCMS test.

7.7.21.3 Per MDOC policy, selected bidder will provide intake screening of inmates for HIV (serum ELISA), Hepatitis C (Antibody), Chlamydia (urine pcr), and GC (reflex urine pcr if GC is positive). Selected bidder will provide pre-released testing of inmates for HIV (serum ELISA).

7.7.21.4 Specimens must be picked up from each MDOC facility, Monday through Saturday, at approximately the same time each day and delivered to the laboratory as soon as possible. "Stat" labs must be transported to the hospital within one (1) hour. After hours, if a vehicle cost is incurred for transport, selected bidder will be responsible for it.

7.7.21.5 A monitor and printer that provide on-line access to selected bidder's information system must be provided to each MDOC facility. This system must provide access to test results as soon as they are available. All lab results, except those requiring a longer processing time, must be provided within seventy-two (72) hours. The lab must notify the facility immediately by telephone of any critical abnormal results.

7.7.21.6 All phlebotomy services are to be provided to facilities for all tests including in-house, pre-admission laboratory testing. Hours are to be determined by the Corrections Health Care Administrator.

7.7.21.7 The selected bidder will provide training for certain specimen collection and handling procedures for clinical staff upon request.

7.7.22 Vision Care Services. Selected bidder shall supply optometry and ophthalmology services to the inmates. These services shall include routine eye examinations, emergency eye care services, prescribing, ordering, dispensing and fitting of eyeglasses, and any other medically indicated eye care services. Routine eye examinations shall

be completed per MDOC policy. Inmates must be seen no later than thirty (30) days after referral, or the frequency that selected bidder proposes, whichever is less.

7.7.22.1 The Selected bidder is responsible for the cost of eyeglasses prescribed by the optometrist or ophthalmologist in accordance with MDOC policy. Selected bidder is required to purchase several basic styles of frames, lenses, polycarbonate lenses, and other eyeglass items that are medically necessary.

7.7.22.2 Contact lenses will only be provided if medically necessary and selected bidder will be responsible to provide the necessary solutions and supplies. Selected bidder shall also provide routine eyeglass maintenance.

7.7.23 Long-Term Care. Selected bidder is responsible to provide all long-term care services, to include skilled care, intermediate care, personal care, and specialty medical care (ventilator, wound care, dialysis, extensive rehabilitation). Selected bidder must provide an on-site wound care specialist who has received additional specialized training. MDOC has designated certain facilities for long-term care inmates, except for ventilator services.

7.7.24 Hospice. Selected bidder will assist in the continuation and enhancement of MDOC's hospice programs for inmates with terminal illness.

7.7.25 Discharge Planning. The transitioning of health care services is an important part of the successful re-entry of inmates back into the community. Selected bidder's medical care providers will participate in all medical areas of MDOC's re-entry initiative. This will include, but not be limited to, the evaluation of the inmate and the completion of the associated paperwork for Medicare, Medicaid, Department of Human Services, Social Security, and the Department of Veteran's Affairs assessments.

7.7.25.1 Selected bidder's medical care providers will also be responsible to complete evaluations of the inmate and the completion of the associated paperwork that may be necessary for the offender to be eligible for or remain on private medical coverage.

7.7.25.2 Selected bidder's medical care providers will assist with discharge planning and continuity of care efforts for chronically ill inmates. This will include, but not be limited to, exchange of information and interaction with community-based providers in order to ensure follow-up care can be provided.

7.7.26 Medical Supplies and Equipment. Selected bidder shall be responsible for the provision of all healthcare supplies and equipment, including MDOC required supplies and forms. Selected bidder will also be responsible for the replacement and maintenance of existing healthcare equipment and acquisition of healthcare equipment for specific patient care when needed upon discharge from the community hospital. Selected bidder must provide medical equipment for patients released from MDOC to the community for up to thirty (30) days when necessary during transition to medical assistance. The necessity of the equipment will be determined by facility medical director and representative of MDOC on a case-by-case basis. This includes the provision of supplies used by healthcare staff. This does not apply to dental supplies.

MDOC shall be responsible for furnishings in the healthcare areas, to include hospital beds, mattresses, linens, and inmate clothing. Any equipment purchased by selected bidder shall be depreciated over the life of the contract and shall become the property of MDOC at the conclusion of the contract. If the contract is terminated prior to the end of the initial three (3)-year term, MDOC has the alternative to purchase the equipment at a depreciated cost, based on a straight depreciation schedule over the course of the contract resulting in a percentage payment of months left remaining in the contract compared to the entire length of the contract.

7.7.27 Infectious Waste Disposal. Selected bidder shall dispose of all medical and infectious waste generated by the MDOC facilities, in accordance with federal and state regulations. Selected bidder is responsible for the

cost of removal and disposal of all necessary supplies including MDOC-approved sharps containers. All certificates of disposal must be maintained by selected bidder at each facility and copies provided to the MDOC. The scheduling and frequency of the removal must be approved by the MDOC facility's Superintendent or designee.

7.7.28 MDOC Oversight, Generally. During the term of any contract with selected bidder, MDOC reserves the right to assign various personnel to engage in oversight of selected bidder and the provision of healthcare to the MDOC incarcerated population. As of the date of this RFP, MDOC does not employ any licensed personnel responsible with oversight of its contracted healthcare provider. However, MDOC anticipates re-establishing its Office of Medical Compliance within 90 to 180 days of the execution of a contract. Selected bidder will be expected to work collaboratively with all healthcare personnel designated by MDOC with oversight authority to develop oversight mechanisms, including fair and objective audit tools, including specific measurable performance measurements, to better monitor the delivery of healthcare and identify categorical or facility-wide shortcomings in patient care or procedural weaknesses in the healthcare delivery system that require further attention.

7.7.29 Continuing Education/Training. Selected bidder will establish a comprehensive continuing education program to provide opportunity for MDOC healthcare staff as well as selected bidder staff. The program should include the ability to verify that individuals have completed and understood the training. MDOC will not reimburse selected bidder for off-site billable hours for practitioners for continuing education requested by the healthcare professional. Selected bidder shall also assist the MDOC facilities in providing a program of preventive health education to the inmate population. This training agenda must be developed with the facility health care staff on mutually identified needs and at times agreed upon by the facilities.

7.7.30 Monthly Meetings. Selected Bidder will conduct a monthly Medical Advisory Committee meeting at each MDOC facility where on-site services are provided. This Committee will be chaired by the Medical Director at the facility and will consist of members from all disciplines of services related to healthcare and security services supporting healthcare within the facility. The Superintendent, Medical Director, and Health Services Administrator will appoint members to the Committee. Topics of discussion will include, but are not limited to, tracking and backlogs (if any) of appointments, status of critical ill inmates, upcoming training, scheduled off-site appointments, security concerns and medical and mental health trends, recent changes in facility or healthcare policy, non-compliance of inmates treatments/medication and access to services. This Committee will support the efforts and be part of the facility's Continuous Quality Improvement Program. Meeting minutes will be taken and distributed to the Superintendent, other Committee members, and the selected bidder's Regional Management staff within five (5) working days of the meeting.

7.7.31 Continuous Quality Improvement. MDOC has established a Continuous Quality Improvement program as contained in **Appendix H** of this RFP. MDOC has designated an employee to oversee this program. MDOC's Chief of Clinical Services will direct the Statewide Quality Improvement Committee meetings that are held at least semiannually. Selected bidder will collaborate with the Bureau of Health Care Services and the contracted pharmacy provider in maintaining the Continuous Quality Improvement program, including, but not limited to, providing written Continuous Quality Improvement plans and any required action plans to the Bureau of Health Care Services and updating Continuous Quality Improvement plans annually. Selected bidder will participate actively on the local and Statewide Quality Improvement Committee. Selected bidder will participate in monthly Continuous Quality Improvement meetings at each facility, which will be recorded through meeting minutes.

Selected bidder will establish self-monitoring tools specific for each facility's site-specific policies and procedures to assist in the Continuous Quality Improvement process. Selected bidder will be responsible for compiling data from all facilities it serves and presenting reports of the findings at the quarterly Statewide MDOC Medical Advisory Committee meetings. As a result, selected bidder must provide a management information system capable of collecting data, processing data to evaluate statistics and trends from the data, and generating reports on a routine (i.e., monthly, quarterly, semiannually, and annually) basis so that MDOC can evaluate and monitor healthcare services.

7.7.32 The above are minimum criteria to continue the current Continuous Quality Improvement program. Improving our inmates' healthcare is essential to understanding this RFP. Bidder should provide a detailed explanation of how they will enhance the MDOC current Continuous Quality Improvement plan. This explanation should include, but not be limited to, mortality reviews, sentinel/critical events, emergency room trips, hospital admissions, monitors, grievances, hepatitis C protocol, comprehensive clinical guidelines, formulary management, wound care, etc. Any identified deficiencies in the provision of healthcare should segue into a robust education, training, or mentoring program. Bidder shall provide any statistical data on how healthcare has been improved in other contracts. Also, bidder shall provide copies of any specific healthcare policies you have written for other contracts. In conformity with Mississippi Code Annotated §§ 7-7-3(6)(d) and 27-104-7(f), each state agency shall, through its governing board or agency head, maintain a continuous internal audit covering the activities of such agency affecting its revenues and expenditures for personal and professional services contracts. Each agency shall further maintain an internal system of pre-auditing claims, demands, and accounts against the agency to adequately ensure that only valid claims, demands, and accounts will be paid.

7.7.33 The Agency Head shall ensure that contracts are monitored for contract compliance at least monthly to confirm acceptable contract performance, timely fulfillment of deliverables and compliance with terms of the agreement.

7.7.34 Duties of the Chief Procurement Officer shall include, but are not limited to the following: (a) reviews and approves contract deliverables; (b) ensures compliance with contractual terms; (c) coordinates the flow of information between the parties; (d) responds to requests of the contractor; (e) monitors disbursements against the contract budget; (f) monitors actual progress against work schedules; (g) coordinates the furnishing of necessary materials; (h) authorizes no cost modifications; and, (i) makes recommendations on modifications involving increased cost.

7.7.35 Medical Management Review. Selected bidder will attend each MDOC facility's annual Medical Management Review. Refer to **Appendix I, Medical Management Review**, of this RFP. This includes submission of a joint corrective action plan to address identified deficiencies and completion of the corrective actions agreed upon by MDOC. Selected bidder will be subject to assessments for failure to implement the corrective action plan.

7.7.36 Peer Review and Mortality Review Programs.

7.7.36.1 Peer Review. Selected bidder will provide a meaningful peer review program covering all healthcare staff under the direction of its statewide Medical and Psychiatric Directors. Selected bidder's State Medical Director and the Director of Psychiatry will ensure the completion of an annual peer review covering (but not limited to) the following areas:

- Sick-call / outpatient encounters;
- Infirmary admissions and care;
- Inpatient hospitalization;
- Specialty referrals / offsite procedures;
- Prescribing patterns;
- Ancillary service utilization;
- Infection control and disease prevention;
- Psychiatric inpatient / outpatient encounters;
- Mental health unit admissions; and
- Inmate grievances.

7.7.36.2 Mortality Review. During the term of the contract, selected bidder will conduct a mortality review within thirty (30) days of the death of any inmate during his or her incarceration in an MDOC facility. The nature, scope, and extent of each mortality review will be sufficient to understand the cause of death and any relevant factors that might have contributed or potentially prevented the death. The mortality review process is intended to be

confidential and privileged. All necessary steps will be taken to protect and maintain the confidentiality of any and all documents created, drafted, or otherwise prepared during the mortality / peer review process, unless required to do otherwise by a court of competent jurisdiction. Neither MDOC nor selected bidder shall publicly disseminate, circulate, distribute, or otherwise communicate any findings made or conclusions reached during the mortality review process and/or the contents of any documents created, drafted, or otherwise prepared during the mortality / peer review process. In addition, all documents created, drafted, or otherwise prepared during the mortality/peer review process shall be exempt from disclosure under the Mississippi Public Records Act

MDOC will participate in and will be represented on the Mortality Review Committee by the MDOC's Chief of Clinical Services and other designated clinically qualified medical and mental health staff. Selected bidder's statewide Medical Director will chair the Mortality Review Committee and designate clinically qualified medical and mental health staff to serve on the Mortality Review Committee. MDOC will provide documentation and/or information when necessary to complete any mortality review in a timely manner.

7.7.37 Infection Control. Selected bidder will establish a comprehensive infection control program consistent with the requirements in this RFP, applicable regulations promulgated by the Mississippi Department of Public Health, and the standard of care, which includes inspection for and prevention and control of infectious disease, employee training and education, and timely notice and reporting about infection disease. Selected bidder's comprehensive infection control program will be memorialized in a manual, which selected bidder will review and update routinely but no less than annually, and provide to MDOC's Healthcare Division. As part of the selected bidder's comprehensive infection control program, MDOC and selected bidder will be able to review and process data to evaluate trends associated with infectious disease. Each Site Medical Director will establish, maintain, and monitor the infection control program at his or her facility with assistance of a registered nurse.

## 7.8 Mental Health Care Requirements.

### 7.8.1 General Requirements.

7.8.1.1 Selected bidder will provide a holistic approach that integrates and coordinates mental health, medical, and preventive services. MDOC policies and procedures outline the minimum acceptable standards of care. MDOC will notify selected bidder of any modifications or revisions and may seek input from selected bidder. MDOC and selected bidder will work together to resolve any conflicts that result from modifications that substantially change the scope of work and services.

7.8.1.2 MDOC expects, and the underlying contractual agreement will mandate, that the selected bidder implement a comprehensive mental health system program with the below enumerated six (6) essential levels of mental health care:

- 7.8.1.2.1 Reception / Intake;
- 7.8.1.2.2 Outpatient Services;
- 7.8.1.2.3 Crisis Intervention;
- 7.8.1.2.4 Suicide Prevention;
- 7.8.1.2.5 Specialized Mental Health Units;
- 7.8.1.2.6 Inpatient Psychiatric Care.

7.8.1.3 Bidders will provide a plan for annual evaluation and verification of individual practitioners' skills and, as necessary, for remediation of deficiencies in the provision of mental health care. In addition, Bidders will provide a plan for utilization of system-wide practice enhancement tools, including decision support, triage support, and management protocols, as well as crisis and/or emergency protocols.

7.8.2 Timeframes and Deviations Therefrom. As set forth in this Section, MDOC generally outlines various timeframes for the provision of mental health care in addition to the timeframes also contained in MDOC policies pertaining to the provision of mental health care. In the course of performance by the mental health staff of the selected bidder, MDOC expects the selected bidder to utilize reasonable and appropriate effort to comply with the timeframes mandated by MDOC. However, MDOC understands and acknowledges that, in the course of providing any level of service in a correctional environment, circumstances beyond the control of the selected bidder and its staff and/or MDOC will arise which necessarily preclude compliance with these timeframes. In such instances, the selected bidder shall document in each patient's healthcare record (a) the circumstances preventing compliance with the mandated timeframes, and (b) the efforts undertaken to meet the patient's needs and/or the corrective actions employed, if available, to alleviate such instances in the future. Finally, nothing contained herein shall be deemed an admission by either MDOC and/or its selected bidder that the timeframes contained herein and/or in MDOC policy constitute the "standard of care" for liability purposes under Mississippi law and/or constitute the minimally necessary requirements for MDOC's satisfaction of its constitutional obligations.

7.8.3 Intake. MDOC generally processes new inmates from county facilities into MDOC custody through Central Mississippi Correctional Facility. Regardless of an inmate's initial receiving facility from a county facility, all inmates are required to receive an intake screening and assessment.

7.8.3.1 Each intake screening must be conducted by a qualified mental health professional (QMHP) or a registered nurse with mental health training as soon as possible, but no later than twelve (12) hours after an inmate's arrival into MDOC custody. The QMHP or registered nurse must document each Inmate's mental health intake screening.

7.8.3.2 An intake screening is intended to identify potential emergency situations among new Inmates. It is a process of structured inquiry and observation designed to prevent newly arriving Inmates from entering general population when they pose a threat to their own or others' health or safety. It also allows the Inmate to receive more urgent and emergent mental health care, if necessary and appropriate. The QMHP or registered nurse should pay particular attention to signs of emotional trauma.

7.8.3.3 To complete an accurate intake screening, a QMHP or registered nurse must possess good interview skills and training. Mental health intake staff should be trained on how to make the required observations, how to determine the appropriate disposition of an Inmate based on responses to questions and observations, and how to document findings on the intake screening form.

7.8.3.4 A Suicide Risk Assessment (SRA) by a licensed counselor is required for each inmate within twenty-four (24) hours of intake. This may result in a referral for psychiatric evaluation for selected inmates when clinically indicated.

7.8.3.5 All healthcare staff should report suspected physical or sexual abuse and harassment of an Inmate to the appropriate authority. Inmates arriving with signs of recent injury should be referred for medical observation and treatment.

7.8.3.6 Each inmate must be assigned a mental health code (as referenced herein) and, if necessary, an SMI designation, that is appropriate to address his or her mental health needs, as determined by clinical judgment. Each inmate's mental health code and SMI designation must be accurately and consistently indicated throughout all documents related to his or her care. At intake, Inmates must be assigned a mental health code, as outlined

in MDOC policy, by a psychologist or psychiatrist. Mental health coding is captured in the EMR and documented in the individual Inmate's Healthcare record.

7.8.3.7 Upon initial evaluation during the intake process, the mental health RN will refer the inmate for a psychiatric evaluation if the inmate reports, at a minimum:

7.8.3.7.1 Current prescription for psychiatric medications;

7.8.3.7.2 Any in-patient mental health hospitalization;

7.8.3.7.3 Mental health treatment within the last year;

7.8.3.7.4 Past or current suicidal acts or ideation;

7.8.3.7.5 Trauma (history of victimization or abuse);

7.8.3.7.6 Head injuries (with or without loss of consciousness);

7.8.3.7.7 Gender dysphoria; or

7.8.3.7.8 Hallucinations or delusions or when the inmate's presentation suggests the need for psychiatric evaluation.

7.8.3.8 If the Inmate reports a current prescription for psychiatric medications, Selected Bidder will attempt to verify with the prescriber or pharmacy within twelve (12) hours of the intake screening and ensure continuity of medication.

7.8.3.9 If the prescription cannot be verified, the inmate shall be seen either in person or via telehealth by a psychiatrist or CRNP within twenty-four (24) hours of intake screening during regular working hours.

7.8.3.10 If, either during or after intake, an Inmate reports having previously received mental health services and can correctly report the prior mental health provider, a records request to the prior provider must be made by selected bidder within three (3) working days of the time the inmate reported having previously received mental health services.

7.8.3.11 The selected bidder shall make all reasonable efforts to request and obtain health records from county jail or the prior facility of incarceration within three (3) working days of intake if they are not presented at intake.

7.8.3.12 Healthcare staff, including the QMHP or registered nurse performing the intake screening, will triage the mental health needs of the Inmate as:

7.8.3.12.1 Emergent Referral. A referral for immediate evaluation the QMHP or registered nurse receive or note evidence of an imminent risk of harm to self or others, or when the person making the referral has any other reason to believe that mental health evaluation is needed without delay. Emergent referrals must result in a clinical assessment and/or intervention as soon as possible but no more than four (4) hours from the determination that the referral is emergent. After an inmate has received an emergent referral, including a referral for suicide watch, correctional or mental health staff must maintain constant, line-of-sight observation of the inmate until an appropriate mental health provider assesses the Inmate:

7.8.3.12.2 Urgent Referral. An emergent referral is not indicated, but an evaluation is needed outside the ordinary course of business. Urgent referrals must result in a clinical assessment and/or intervention within twenty-four (24) hours of the time of the initial referral; or

7.8.3.12.3 Routine Referral. Neither an emergent nor an urgent referral is indicated, but an evaluation or mental health follow up is needed in the ordinary course of business. Routine referrals must result in a clinical assessment and/or intervention within fourteen (14) calendar days of the time the referral was made.

7.8.3.13 A referral must result in a timely clinical assessment and/or intervention by a psychiatrist, psychologist, certified registered nurse practitioner, or counselor.

7.8.3.14 An appropriate mental health staff member or members shall triage completed referral forms no less frequently than once per shift.

7.8.3.15 Communication of Referrals.

7.8.3.15.1 As soon as possible, an emergent or urgent referral should be communicated verbally, in person or by telephone, to the appropriate mental-health staff member or members, depending upon the nature of the referral and the need for mental health evaluation.

7.8.3.15.2 Routine referrals should typically be communicated to the appropriate mental health staff member or members by the next shift by leaving the referral form in a location identified by the mental health staff, as appropriate.

7.8.3.16 Selected bidder's mental health staff will:

7.8.3.16.1 Be trained in identifying Inmates at risk for self-harm or in need of immediate mental health assistance when conducting mental health intake screenings;

7.8.3.16.2 Conduct the mental health intake screening when an Inmate is admitted to MDOC and before the inmate is placed in a housing area that does not provide constant correctional officer observation;

7.8.3.16.3 Review transfer medical documentation prior to conducting the intake mental health screening to optimize available information about the Inmate's mental status or treatment;

7.8.3.16.4 Conduct the mental health intake screening in an area permitting inmate confidentiality and encouraging Inmate self-reporting;

7.8.3.16.5 Provide the inmate an initial description of the mental health services available in the ADOC, how to access these services, and the grievance process for mental health related complaints;

7.8.3.16.6 Document the initial mental health screening; and

7.8.3.16.7 Appropriately and timely interpret and document the results of any psychological test in the MDOC's EHR.

7.8.4 Social History Assessment and Testing. Mental health staff, within fourteen (14) days of the mental health intake screening, will conduct a social history assessment of every Inmate. Staff will use a standardized mental health screening form and social history assessment. The questions will generally be consistent with NCCHC



Standard P-E-05. Incoming inmates will receive the MMPI, Beta, WASI-II, and WRAT tests. Any testing required or requested that is not conducted by MDOC is the responsibility of selected bidder.

7.8.5 Intake Psychiatric Evaluation. Every Inmate must be evaluated on a timely basis depending upon the circumstances by selected bidder's psychiatrist or psychologist. The general expectations for timing and requirements for the psychiatric evaluation are identified below. Additionally, selected bidder should designate staff responsible for entering the mental health code and SMI designation into the EHR system in a timely manner.

7.8.5.1 A psychiatrist or psychologist will evaluate referred Inmates within seven (7) working days of the referral, unless otherwise clinically indicated based upon the information gathered prior to referral. Each psychiatric evaluation should include a review of the pertinent portions of an Inmate's Healthcare record and examination of the Inmate. A psychiatric evaluation will be recorded and will typically include the following:

- 7.8.5.1.1 Current complaint;
- 7.8.5.1.2 Psychiatric history;
- 7.8.5.1.3 Prior mental health treatment;
- 7.8.5.1.4 Prior use of psychotropic medication;
- 7.8.5.1.5 Pertinent medical history (including history of head injuries with or without loss of consciousness);
- 7.8.5.1.6 Substance abuse history;
- 7.8.5.1.7 Pertinent personal history (including education, victimization, history of trauma or abuse);
- 7.8.5.1.8 Pertinent family history including family history of mental illness;
- 7.8.5.1.9 Mental status examination;
- 7.8.5.1.10 Risk for suicide and violence;
- 7.8.5.1.11 Brief social history;
- 7.8.5.1.12 DSM-5 diagnosis; and
- 7.8.5.1.13 Psychiatric input for treatment plan.

7.8.5.2 Any mental health or intellectual disability test results that are not available at the time of the psychiatric evaluation must be reviewed by the psychiatrist within fourteen (14) days of the complete battery of test results becoming available. If, in the psychiatrist's or psychologist's clinical judgment, the test results are clinically significant and may indicate a different assessment than the initial psychiatric evaluation, the psychiatrist or psychologist should re-evaluate the Inmate within fourteen (14) days of reviewing the test.

#### 7.8.6 Transfer and Receiving Screening.

7.8.6.1 Qualified mental health professionals will review, evaluate, and document pertinent mental health information to be forwarded to any MDOC receiving facility with the individual inmate's healthcare record (in-state) and all prescribed medications (excluding narcotics) upon notice by the MDOC of the intent to transfer.

7.8.6.2 Selected bidder will provide transfer and receiving screening.

7.8.6.3 Mental health information and medications will be sealed and secured when handing to the transferring officer for transport to the next Facility.

7.8.6.4 The transport officer will present the inmate to the healthcare unit upon reception at the receiving Facility.

7.8.7 Comprehensive Individualized Care.

7.8.7.1 Mental health clinicians should collaborate with medical clinicians to ensure that when care ordered by medical and/or dental providers is disrupted due to a mental health crisis, it is rescheduled.

7.8.7.2 Selected bidder will employ a system for scheduling and tracking all appointments to ensure timely completion.

7.8.7.3 Selected bidder will follow standard clinical guidelines associated with blood levels or serum testing for therapeutic levels as they apply to a specific class of medications, used in mental health treatment.

7.8.7.4 Ordered tests will be completed in a timely manner and evidenced in the healthcare record by the ordering clinician's review of results by signature or initials.

7.8.7.5 Selected bidder's qualified mental health professionals will specify all mental health diagnoses using DSM-5 terminology.

7.8.7.6 Each inmate's individualized treatment plan will link each treatment employed to one or more diagnoses;

7.8.7.7 Clinicians will document the clinical rationale for selecting or modifying treatments.

7.8.7.8 Medications and other therapies are given as ordered.

7.8.7.9 Clinical appointments are scheduled and met according to the mental health coding guidelines.

7.8.7.10 The treatment coordinator is responsible for ensuring continuity of care and treatment planning.

7.8.8 Constant Observation/Suicide Watch and Mental Health Observation.

7.8.8.1 Selected bidder's crisis/suicide watch procedure shall comply with NCCHC Standard P-G-04 and P-G-05.

7.8.8.2 Any employee of MDOC or selected bidder may present a person to mental health or medical staff for crisis assessment. The clinician or staff who places a person on constant observation must notify the qualified mental health professional on-call for initial precautionary orders until a face-to-face assessment can be conducted or a confidential tele-health session can be conducted by the qualified mental health professional. To ensure compliance after normal business hours, security shift office and medical staff should have contact information for the on-call qualified mental health professional or mental health provider.

7.8.8.3 Each inmate will be initially maintained under 'constant watch' until they have been evaluated by the Psychiatrist, Psychologist, CRNP, or a mental health provider.

7.8.8.4 The decision to continue watch procedures or the level of watch to continue will be determined by the clinician who completed the evaluation.

7.8.8.5 Additional mental health personnel must be present during a tele-health encounter to ensure any orders are transcribed and entered in the EHR.

7.8.8.6 A suicide risk assessment should be completed by the qualified mental health professional to assist licensed providers in determining if the individual is 'acutely suicidal' or 'non-acutely' suicidal.

7.8.8.7 Inmates placed on constant observation, suicide watch or mental health observation are to be housed in a designated safe cell (crisis cell).

7.8.8.8 Prior to placement of the inmate in the safe cell, the cell must be clean, checked for any potential hazards, and cleared by the security officer as functional and safe.

7.8.8.9 An appropriate watch/observation sheet is to be posted outside of the inmate's cell.

7.8.8.10 Instruction as to what the inmate may wear or have in their possession will be written by mental health staff on the watch/observation sheet. This includes suicide blanket, suicide mattress, suicide smock, suicide packaged meals, etc.

7.8.8.11 An 'Acutely Suicidal' inmate requires constant one-on-one mental health observation. Selected bidder will document any activities on a routine basis throughout the period of observation.

7.8.8.12 A 'Non-Acute Suicidal' inmate requires random checks at staggered intervals by mental health staff or trained observers. Staggered interval checks are not to exceed fifteen (15) minutes between checks. Selected bidder will document random checks at staggered intervals on an appropriate form for that designated purpose.

7.8.8.13 When mental health observation is ordered, the staggered intervals not to exceed thirty (30) minutes will be noted by mental health staff on an appropriate form.

7.8.8.14 Inmates must receive a confidential evaluation prior to being released from suicide watch. Officers will need to escort an inmate to a designated mental health office. This evaluation must be completed by a qualified mental health professional.

7.8.8.15 Inmates on "Acute Watch" have to be reduced to 'Non-Acute watch' prior to release from suicide watch.

7.8.8.16 "Non-Acute Watch" subsequent to the discontinuation of "Acute Watch" is to be ordered by the licensed mental health provider for a meaningful time period to allow for a thorough mental health assessment prior to the release as designated by the qualified mental health professional.

7.8.8.17 Upon release from suicide watch, each inmate is required to have at least two (2) follow-up assessments by a qualified mental health professional within seven (7) days after release, as clinically indicated. Each follow up assessment requires a suicide risk assessment and a progress note.

7.8.8.18 Inmates released from suicide watch can be housed in the general population (with clearance from the qualified mental health professional) while awaiting the completion of their follow-up appointments.

7.8.9 Specialized Mental Health Units. MDOC will work with the selected bidder in identifying inmate housing units that will allow for male and female inmates with mental health disorders to be housed in an environment that is conducive to their functional level and level of cognitive reasoning. These units will have a structured environment to include, but not limited to, daily programming and group therapy and individual treatment planning.

7.8.9.1 The goal of a specialized mental health unit will be to stabilize, support, and ensure positive reintegration of the inmate into a regular general prison population. The specialized mental health unit will be maintained as an environment conducive to activities and socialization. The inmate will receive multidisciplinary treatment. Admission to and discharge from these specialized mental health units will be based on clinical decisions, supported by documentation in the healthcare record. The mental health staff and correctional officers will maintain a collaborative working environment to ensure a therapeutic, safe, and secure environment.

7.8.9.2 MDOC intends to use a minimum of three levels of care (from most acute to least acute) to be provided in these specialized mental health units. However, bidders are not restricted to these proposed levels of care and may provide more extensive programming based on their experience in providing such specialized mental health units. Bidders are required to submit an example of a daily activity and programming schedule for a five (5) day period for each of the three (3) levels of care:

7.8.9.2.1 Programming, treatment, and activities for inmates with a diagnosis of SMI who cannot function outside of a structured unit and may need assistance with activities of daily living. One of the potential goals of programming will be to stabilize these inmates to move into a more integrated structured housing unit;

7.8.9.2.2 Programming, treatment, and activities for inmates with a mental health diagnosis that may impair socialization and cognitive reasoning, who may exhibit impulsive activity that is not conducive to living in general population. One of the potential goals of programming will be to enhance coping skills and problem solving that will allow for appropriate interactions with staff and other inmates.

7.8.9.2.3 Programming, treatment, and activities for inmates with a mental health diagnosis who have progressed to a level of stability in their treatment for a period of thirty (30) days or more. A potential goal should be the integration into the general inmate population while continuing with treatment on an outpatient basis.

#### 7.8.10 Involuntary and Emergency Mental Health Medication.

7.8.10.1 Bidder must provide its policy for the involuntary administration of psychotropic medication (IVM) process. The policy, combined with the establishment of specialized mental health units, should allow MDOC to more effectively manage and treat those inmates who suffer from serious mental illness and who lack the capacity to maintain safe functioning with voluntary medication compliance.

7.8.11 Group Therapy. Selected bidder's mental health staff will provide inmates housed in a specialized mental health unit with a range of planned and regularly scheduled groups and activities to foster the well-being of inmates assigned to these specialized mental health units. Treatment topics will include, but not be limited to:

7.8.11.1 Medication management, including, for example, teaching the inmate about the reasons for and effects of medication and programs designed to reduce or eliminate the use of medication;

7.8.11.2 Cognitive retraining, including, for example, structured group learning programs to enhance self-awareness, develop self-control, learn problem solving techniques, and improve interpersonal communication;

7.8.11.3 Stress management, including, for example, teaching inmates how to recognize and appropriately deal with stress;

7.8.11.4 Anger management, including, for example, teaching Inmates to become aware of the facets of anger, understanding anger, and how to appropriately deal with anger;

7.8.11.5 Activity therapy, including, for example, planned supervised group and/or individual activities that provide appropriate physical release and an opportunity to learn group cooperation and enhance attention/concentration skills;

7.8.11.6 Social skills training including, for example, a series of group and/or individual exercises designed to develop an awareness of one's impact on others, reduce negative interactions, and promote positive social experiences; and

7.8.11.7 Bibliotherapy, including, for example, the use of books, pamphlets, and videotapes to facilitate personal growth and increase an inmate's understanding of life in general.

7.8.12 Program Staffing and Schedule. Mental Health staff will be multidisciplinary in nature. Treatment programs will be provided between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. Selected bidder should configure staffing schedules to provide weekend program and activity coverage by a licensed counselor and Activity Technician a minimum of eight (8) hours on Saturdays and Sundays at MDOC facilities. The Manager of Mental Health Services assigned to these MDOC facilities will pre-schedule Saturday and Sunday programs with the Superintendent of the facility to ensure the Superintendent's approval and the proper security coverage during these times frames. An Inmate assigned to a specialized mental health unit identified in Section 7.8.9 above will be programmed with as much out-of-cell time as clinically directed by the treatment plan.

#### 7.8.13 Community Discharge Planning at EOS and/or Parole.

7.8.13.1 Discharge planning is provided for inmates with mental health needs whose release is imminent. Selected bidder will ensure that the inmate's mental health needs are met during transition to a community provider. Selected bidder will arrange referral for follow-up services with community providers and ensure inmate has a thirty (30) day supply of currently prescribed medications or pre-paid prescription.

7.8.13.2 Discharge planning is the process of providing sufficient medications and arranging for necessary follow-up mental health services before the inmate's release to the community. Discharge planning includes at a minimum the following:

7.8.13.2.1 Formal linkages between the facility and community-based organizations;

7.8.13.2.2 Lists of community providers;

7.8.13.2.3 Discussions with the Inmate that emphasize the importance of appropriate follow-up and aftercare; and

7.8.13.2.4 Specified appointment(s) and medication(s) that are arranged for the Inmate at the time of release.

7.8.13.3 When care of the inmate is transferred to community providers, information is to be shared with the community providers. Selected Bidder will work in concert with the MDOC re-entry staff and selected bidder's facility Manager of Mental Health Services to identify Inmates on the mental health caseload who will need residential treatment or special needs placement in the community upon their release. Discharge planning should begin at least thirty (30) days prior to planned release or end of sentence, or earlier if notice is given. Where applicable, selected bidder will assist Inmates in their application to entitlement programs.

7.8.14 Court Ordered Community Inpatient Services.

7.8.14.1 When determined to be clinically necessary by the mental health staff, court-ordered inpatient psychiatric care is provided through the civil commitment process at the chancery court. Selected bidder is responsible for notification and evaluation of an Inmate, when deemed appropriate for commitment at end of sentence and/or parole.

7.8.14.2 Selected bidder's healthcare staff will attend, and when necessary testify at, court hearings for commitments, along with MDOC Legal Counsel.

7.8.14.3 While awaiting transfer to the Mississippi Department of Mental Health (MDMH), the inmate will continue to receive the highest level of mental health services offered in a MDOC facility.

7.8.15 Outpatient Services.

7.8.15.1 Outpatient mental health services are provided for inmates who can function adequately within the general prison population. A team approach to include a psychiatrist, mental health professional, nurse practitioner, and/or mental health nurse is required in providing outpatient treatment for an inmate.

7.8.15.2 Individual treatment plans will be initiated within fourteen (14) days and reviewed at least every six (6) to twelve (12) months.

7.8.15.3 Psychiatric contacts will occur at least every ninety (90) days for inmates at a major MDOC facility and at least every one hundred twenty (120) days for inmates at a community-based facility.

7.8.15.4 Individual therapy sessions by a licensed counselor or psychologist will occur at least every thirty (30) to ninety (90) days as consistent with the mental health code and clinical judgement.

7.8.15.5 Weekly monitoring of medication compliance will occur on all outpatient mental health inmates.

7.8.15.6 The treatment team may order additional oversight or increase frequency in counseling sessions, if clinically indicated.

7.8.15.7 Outpatient inmates have the same access to institutional programming and jobs as other general prison population inmates.

7.8.16 Mental Health Consultation to the Disciplinary Process. MDOC correctional staff initiate a mental health consultation for those inmates on the mental health case load at the time of a rule violation, or whenever an inmate not previously identified as having a mental illness demonstrates signs of psychological distress during the incident giving rise to the disciplinary proceeding or during the hearing. When inmates have the capacity to participate in the disciplinary process, the review of the mental health assessment and recommendations prior to determining an inmate-patient's guilt or innocence and making a disposition of the case is important.

7.8.16.1 When an inmate lacks the capacity to participate in the hearing process, the process in consultation with mental health staff, will be foregone and the inmate will be referred to the treatment team.

7.8.16.2 MDOC will require that mental health evaluations and recommendations are documented.

7.8.17 Mental Health Services in Restrictive Housing.

7.8.17.1 A member of the mental health staff will complete a pre-placement screening on each Inmate prior to placement in RHU. Each Inmate placed in the RHU is assessed after the first thirty (30) days. If an Inmate is on the mental health caseload, he or she will be re-assessed every thirty (30) days, and if not on the caseload every ninety (90) days.

7.8.17.2 Mental health services in restrictive housing for Inmates not on the mental health caseload shall include:

7.8.17.2.1 Mental health rounds in segregation units and death row at least once each week.

7.8.17.2.2 Selected bidder's counselor shall conduct mental health rounds in restrictive housing units and death row at least once each week.

7.8.17.2.3 Restrictive housing rounds will include a brief interview with each inmate housed in the RHU and death row. The interview shall consist of, but will not be limited to:

7.8.17.2.3.1. Making visual contact with the Inmate and reporting to security when there is an obstructed view of the Inmate and cell.

7.8.17.2.3.2. Assessing the inmate's presentation to include mood, affect, and compliance with treatment, personal hygiene, and level of functioning.

7.8.17.2.3.3. Making recommendations whether an Inmate should receive a further out- of-cell consultation following restrictive housing rounds.

7.8.17.2.3.4. Selected bidders' mental health staff will review logs of the restrictive housing unit, including meals, out-of-cell time, and heat monitoring, as deemed appropriate.

7.8.17.3 The Superintendent and selected bidder's Site Program Manager will schedule mental health rounds to minimize disruption of the unit's operations and maximize finding the inmates awake and willing to respond to brief questions. Except in unusual circumstances, rounds will be conducted between 7:00 a.m. and 6:00 p.m.

7.8.17.4 Mental health services in restrictive housing for inmates not on the mental health caseload shall include:

7.8.17.4.1 Inmates on the mental health caseload in restrictive housing will receive the same level of mental health services as they were receiving prior to placement in restrictive housing, in addition to the mental health services provided to all inmates in restrictive housing.

7.8.17.4.2 To ensure the continuity of care, no inmate will be removed from the mental health caseload while in restrictive housing. An evaluation of Inmates on the mental health caseload must be conducted thirty (30) days after the date of release from restrictive housing for determination of continuing mental health treatment.

7.8.17.4.3 Selected bidder is required to provide a quarterly audit of the completed RHU assessments.

7.8.18 Gender Dysphoria. Selected Bidder will be responsible for costs associated with ordered treatments for those with gender dysphoria.

7.8.19 Co-Occurring Disorders and Substance Abuse Treatment. Selected bidder will provide a treatment program that addresses the needs of inmates who experience “co-occurring” substance use disorders and mental disorders. Mental health staff and substance abuse counselors will consult to evaluate the integration of treatment for both disorders of an individual inmate. Sharing of appropriate information related to the individual’s mental health treatment plan will occur to effectively treat and establish both the goals of substance abuse treatment and mental health related behaviors.

7.8.20 MDOC Security Staff Training. Selected bidder will provide the mental health training to all correctional staff who are assigned to each MDOC facility. Selected bidder will provide initial in-service training for all new correctional officers and will also provide an annual update training for officers. The mental health training module is required to be provided at each site for all staff annually. The training includes, but not be limited to, the following mental health areas:

- 7.8.20.1 Legal issues with correctional mental health;
- 7.8.20.2 Goals and structure of MDOC’s mental health services;
- 7.8.20.3 Early warning signs of mental illness;
- 7.8.20.4 Referral to mental health services;
- 7.8.20.5 Management techniques for inmates with serious mental illness;
- 7.8.20.6 Suicide prevention;
- 7.8.20.7 Crisis intervention measures;
- 7.8.20.8 Use of restraints and therapeutic housing for mental health purposes;
- 7.8.20.9 Recognizing acute signs of intoxication/influence of illicit substances and withdrawal; and
- 7.8.20.10 Recognizing signs of adverse reactions to medication.

7.8.21 Training of Selected Bidder’s Staff. Selected bidder will develop three (3) training curricula as part of an annual in-service training for its staff and submit the module to the designated representative of MDOC. These modules should be relevant to current trends identified by the Director of Psychiatry and the Director of Mental Health Services. Each module shall be at least two (2) hours in duration. Additionally, the selected bidder will develop and conduct specialized training for all staff routinely assigned to the specialized mental health units identified in Section 7.8.9 and correctional staff who conduct disciplinary hearings. The training will consist of at least eight (8) hours annually.

- 7.8.21.1 The presenting signs and symptoms of a mental illness;
- 7.8.21.2 Different types of mental illness;
- 7.8.21.3 Recognize signs of suicidal ideation;



- 7.8.21.4 Effective management of Inmates with a SMI;
- 7.8.21.5 Crisis intervention strategies;
- 7.8.21.6 Confidentiality;
- 7.8.21.7 Psychotropic medication;
- 7.8.21.8 Treatment planning; and
- 7.8.21.9 MDOC policy.

7.9 Dental Care Requirements. Selected bidder will provide all general dental services. Selected bidder shall provide onsite/offsite oral surgery services as medically appropriate. Selected bidder will be responsible for providing supplies, excluding pharmaceuticals, for onsite oral surgery. The frequency and scheduling of onsite oral surgery must be approved by the Superintendent and Health Services Administrator. MDOC, as necessary, will provide clinical oversight regarding oral surgeon referrals. In the absence of the dentist, selected bidder will assure that as medically indicated, all persons requiring emergent dental care and/or stabilization receive the attention as medically appropriate, including off-site oral surgical assessments, maxillary and mandible fractures, abscessed tooth pain management, bleeding gums, and oral lacerations, etc.

## **8 STANDARD CONTRACT TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **8.1 Contract Term and Conditions.**

8.1.1 Term of Contract. The initial term of the contract shall be three (3) years. The term of the contract shall commence on the effective date (as set forth below) and shall end on the expiration date identified in the contract, subject to the other provisions of the contract and approval by the Mississippi Public Procurement Review Board (PPRB).

8.1.2 Effective Date. The effective date shall be the date printed on the contract after the contract has been fully executed by selected bidder and MDOC and any other department or officials of the State of Mississippi.

8.1.3 Renewal of Contract Term. The contract may be renewed for a maximum of two (2) additional 1-year renewal term(s), so long as MDOC provides written notice to selected bidder of its intention to extend the contract by letter prior to the expiration of the term of the agreement, or any extension thereof. MDOC may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants, and conditions, provided, however, that the rates under the contract may be adjusted to reflect changes in the healthcare market.

### **8.1.4 Signatures.**

8.1.4.1 The contract shall not be a legally binding contract until the fully-executed contract has been sent to selected bidder. No MDOC employee has the authority to verbally direct the commencement of any work or delivery of any supply under the contract prior to the effective date. Selected bidder hereby waives any claim or cause of action for any service or work performed prior to the effective date.

8.1.4.2 The contract will be signed in counterparts. Selected bidder shall sign the contract "in ink" and return it to MDOC. After the contract is signed by selected bidder and returned to MDOC, it will be processed for State of Mississippi signatures and approvals. When the contract has been signed and approved by MDOC as required by State of Mississippi contracting procedures, MDOC shall return a copy of fully-executed contract to selected bidder. Until selected bidder receives the fully-executed contract, there is no legally binding contract between the parties.

8.1.4.3 The fully-executed contract may be sent to selected bidder electronically or through facsimile equipment. The electronic transmission of the contract shall require acknowledgement of receipt of the transmission by selected bidder. Receipt of the electronic or facsimile transmission of selected bidder shall constitute receipt of the fully-executed contract.

8.1.4.4 MDOC and selected bidder specifically agree as follows:

8.1.4.4.1 The parties agree that no writing shall be required in order to make the contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the contract or acknowledgement were not in writing or signed by the parties. A contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

8.1.4.4.2 Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

8.2 Independent Contractor. In performing its obligations under the contract, selected bidder will act as an independent contractor and not as an employee or agent of MDOC. Selected bidder will be responsible for all services in this contract whether or not selected bidder provides them directly. Further, selected bidder is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the contract.

8.3 Delivery of Services. Selected bidder shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the criteria set forth in the contract.

8.4 Estimated Quantities. It shall be understood and agreed that any quantities listed in the contract are estimated only and may be increased or decreased in accordance with the actual requirements of MDOC and that MDOC in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of MDOC. MDOC reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever the State deems it to be in its best interest.

8.5 Warranty. Selected bidder warrants that all items furnished and all services performed by selected bidder, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the contract, all items are warranted for a period of one year following delivery by selected bidder and acceptance by MDOC. Selected bidder shall repair, replace, or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to MDOC.

8.6 Patent, Copyright, and Trademark Indemnity.

8.6.1 Selected bidder warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law, or b) any copyrighted matter in any report, document, or other material provided to MDOC under the contract.

8.6.2 Selected bidder shall defend any suit or proceeding brought against MDOC on account of any alleged patent, copyright, or trademark infringement in the United States of any of the products provided or used in the performance of the contract.

8.6.3 This is upon condition that MDOC shall provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

8.6.4 As principles of governmental or public law are involved, MDOC may participate in or choose to conduct, in its sole discretion, the defense of any such action.

8.6.5 If information and assistance are furnished by MDOC at selected bidder's written request, it shall be at selected bidder's expense, but the responsibility for such expense shall be only that within selected bidder's written authorization.

8.6.6 Selected bidder shall indemnify and hold MDOC harmless from all damages, costs, and expenses, including attorney's fees that selected bidder or MDOC may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the contract.

8.6.7 If any of the products provided by selected bidder in such suit or proceeding are held to constitute infringement and the use is enjoined, selected bidder shall, at its own expense and at its option, either replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

8.6.8 If selected bidder is unable to do any of the preceding, selected bidder agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of MDOC, only those items of equipment or software which are held to be infringing, and to pay MDOC: 1) any amounts paid by MDOC towards the purchase of the product, less straight line depreciation; 2) any license fee paid by MDOC for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of selected bidder under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of selected bidder without its written consent.

8.7 Ownership Rights. MDOC shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to MDOC as part of the performance of the contract.

8.8 Acceptance. No item(s) received by MDOC shall be deemed accepted until MDOC has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty selected bidder to remove rejected item(s) from the premises without expense to MDOC within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and MDOC shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents MDOC's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, selected bidder shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If selected bidder fails, neglects, or refuses to do so, MDOC shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to selected bidder, the difference between the price stated in the contract and the cost thereof to MDOC.

8.9 Compliance With Laws. Contractor understands that MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin,

physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local, laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. 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.

8.10 Compensation / Expenses. Selected bidder shall be required to perform the specified services at the price(s) quoted in the contract. All services shall be performed within the time period(s) specified in the contract. Selected bidder shall be compensated only for work performed to the satisfaction of MDOC. Selected bidder shall not be allowed or paid travel or per diem expenses except as specifically set forth in the contract.

8.11 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 selected bidder's choice. The State may, at its sole discretion, require the selected bidder to electronically submit invoices and supporting documentation at any time during the term of this contract. Selected bidder understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

8.12 E-Payment. Selected bidder agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi 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 of receipt of invoice. Mississippi Code Annotated § 31-7-301 et se.

8.13 Assignment of Antitrust Claims. Selected bidder and MDOC recognize that in actual economic practice, overcharges by selected bidder's suppliers resulting from violations of state or federal antitrust laws are in fact borne by MDOC. As part of the consideration for the award of the contract, and intending to be legally bound, selected bidder assigns to MDOC all right, title, and interest in and to any claims selected bidder now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this contract.

8.14 Indemnification.

8.14.1 Selected bidder shall defend in any action at law, indemnify, and hold MDOC, its officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:

8.14.1.1 Any breach or default on the part of selected bidder in the performance of the contract;

8.14.1.2 Any claims or losses for services rendered by selected bidder and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the contract;

8.14.1.3 Any claims or losses to any persons, including inmates, injured or property damaged from the acts or omissions of bidder, its officers, agents, or employees in the performance of the contract by selected bidder;

8.14.1.4 Any claims or losses by any person or firm injured or damaged by selected bidder, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by federal, state, or local regulations or statutes;

8.14.1.5 Any failure by selected bidder, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Mississippi; and

8.14.1.6 Selected bidder's failure to perform any services as required or obligated by an awarded contract between selected bidder and the MDOC.

8.14.2 The selected bidder shall retain qualified counsel to represent and defend MDOC its officials, agents, and employees, and MDOC shall reserve the right to identify and select counsel for any indemnified matter. All costs, reasonable attorneys' fees, and liabilities incurred in or about any such claim, action, or proceeding brought thereon are the responsibility of selected bidder. Selected bidder shall retain as many qualified counsel as necessary to represent and defend MDOC, its officials, agents and employees to avoid any actual conflict of interest and shall consult with MDOC General Counsel in the event of any potential conflict of interest that might warrant retention of multiple counsel.

8.14.3 Said indemnification shall not be applicable to any claim, injury, death, or damage to property arising out of any act or omission on the part of the MDOC, its officials, agents, servants, or independent contractors (other than selected bidder) who are directly responsible to the MDOC.

8.14.4 In case any action or proceeding is brought against the MDOC by reason of any such claim, selected bidder, upon notice from the MDOC, shall defend against such action by counsel satisfactory to the MDOC, and the Attorney General of the State of Mississippi. Said counsel will not enter into any settlement contract with respect to any claim which may affect the MDOC without first obtaining approval of the MDOC and the Mississippi Attorney General.

8.14.5 In defending the MDOC, its officials, agents, and employees, selected bidder shall advise and consult with MDOC's General Counsel's Office which may, in its discretion, enter any legal proceeding on behalf of the MDOC, its officials, agents, or employees.

8.14.6 It is understood that the obligations arising out of Section 8.14, shall extend beyond the term of the awarded contract and shall include claims filed both during and after the contract term that arise out of or relate to services rendered by selected bidder under the awarded contract and will continue until the final disposition of any such litigation.

8.15 Audit Provisions. MDOC shall have the right, at reasonable times and at a time and date designated by MDOC, to audit the books, documents, and records of selected bidder to the extent that the books, documents, and records relate to costs or pricing data for the contract. Selected bidder agrees to maintain records which will support the prices charged and costs incurred for the contract. Selected bidder shall preserve books, documents, and records that relate to costs or pricing data for the contract for a period of three (3) years from the date of final payment. Selected bidder shall give full and free access to all records to MDOC and/or their authorized representatives.

#### 8.16 Default.

8.16.1 MDOC may, subject to the Force Majeure provisions of this contract, and in addition to its other rights under the contract, declare selected bidder in default by written notice thereof to selected bidder, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this contract for any of the following reasons:

8.16.1.1 Failure to begin work within the time specified in the contract or as otherwise specified;

8.16.1.2 Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the contract terms;

8.16.1.3 Unsatisfactory performance of the work;

- as otherwise specified;
- 8.16.1.4 Failure to deliver the awarded item(s) within the time specified in the contract or as otherwise specified;
  - 8.16.1.5 Improper delivery;
  - 8.16.1.6 Failure to provide an item(s) which is in conformance with the specifications referenced in the contract;
  - 8.16.1.7 Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 8.16.1.8 Discontinuance of work without approval;
  - 8.16.1.9 Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 8.16.1.10 Insolvency or bankruptcy;
  - 8.16.1.11 Assignment made for the benefit of creditors;
  - 8.16.1.12 Failure or refusal, within ten (10) days after written notice by MDOC, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 8.16.1.13 Failure to protect, to repair, or to make good any damage or injury to property;
  - 8.16.1.14 Breach of any provision of the contract;
  - 8.16.1.15 Failure to comply with representations made in selected bidder's bid/proposal; or
  - 8.16.1.16 Failure to comply with applicable industry standards, customs, and practice.

8.16.2 In the event MDOC terminates this contract in whole or in part as provided in Section 8.16.1 above, MDOC may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and selected bidder shall be liable to MDOC for any reasonable excess costs for such similar or identical items included within the terminated part of the contract or purchase order.

8.16.3 If the contract is terminated as provided in Section 8.16.1 above, MDOC, in addition to any other rights provided in this paragraph, may require selected bidder to transfer title and deliver immediately to MDOC in the manner and to the extent directed by MDOC, such partially completed items, including, where applicable, reports, working papers and other documentation, as selected bidder has specifically produced or specifically acquired for the performance of such part of the contract as has been terminated. Except as provided below, payment for completed work accepted by MDOC shall be at the contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by MDOC shall be in an amount agreed upon by selected bidder and MDOC. MDOC may withhold from amounts otherwise due selected bidder for such completed or partially completed works, such sum as MDOC determines to be necessary to protect MDOC against loss.

8.16.4 The rights and remedies of MDOC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.16.5 MDOC's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by MDOC of its rights and remedies in regard to the event of default or any succeeding event of default.

8.17 Force Majeure.

8.17.1 Neither party will incur any liability to the other if its performance of any obligation under this contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

8.17.2 Selected bidder shall notify MDOC orally within five (5) days and in writing within ten (10) days of the date on which selected bidder becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. Selected bidder shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as MDOC may reasonably request.

8.17.3 In the event of a declared emergency by competent governmental authorities, MDOC by notice to selected bidder, may suspend all or a portion of the contract.

8.18 Selected Bidder Termination for Convenience. Selected bidder shall, by giving MDOC one-hundred eighty (180) days written notice, have the right to terminate the contract for its convenience if selected bidder determines termination to be in its best interest. Selected bidder shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall selected bidder be entitled to recover loss of profits.

8.19 MDOC Termination Provisions. MDOC retains the right to terminate the resulting contract for any of the following reasons. Termination shall be effective upon written notice to selected bidder.

8.19.1 Termination for Convenience: MDOC shall, by giving selected bidder ninety (90) days written notice, have the right to terminate the contract for its convenience if MDOC determines termination to be in its best interest. Selected bidder shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall selected bidder be entitled to recover loss of profits.

8.19.2 Availability of Funds: It is expressly understood and agreed that the obligation of MDOC 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 MDOC, MDOC shall have the right upon ten (10) working days written notice to Bidder, to terminate this agreement without damage, penalty, cost or expenses to MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8.19.3 Termination for Cause: MDOC shall have the right to terminate the contract for selected bidder default under the Default Clause upon written notice to selected bidder. MDOC shall also have the right, upon written notice to selected bidder, to terminate the contract for other cause as specified in the contract or by law. If it is later determined that MDOC erred in terminating the contract for cause, then, at MDOC's discretion, the contract or purchase order shall be deemed to have been terminated for convenience under the Subparagraph 7.19.1.

## 8.20 Contract Controversies.

8.20.1 In the event of a controversy or claim arising from the contract, selected bidder must, within six (6) months after the cause of action accrues, file a written claim with MDOC for a determination. The claim shall state all grounds upon which Selected Bidder asserts a controversy exists. If selected bidder fails to file a claim or files an untimely claim, selected bidder is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation by a mutually-agreed upon mediator.

8.20.2 If either party requests mediation and the other party agrees, MDOC shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required one hundred twenty (120) days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, MDOC will review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within one hundred twenty (120) days of the receipt of the claim, unless extended by consent of MDOC and selected bidder. MDOC shall send its written determination to selected bidder. If MDOC fails to issue a final determination within the one hundred twenty (120) days (unless extended by consent of the parties), the claim shall be deemed denied. MDOC's determination shall be the final order of the agency.

8.20.3 Pending a final resolution of a controversy or claim, selected bidder shall proceed diligently with the performance of the contract in a manner consistent with the determination of the contracting officer and MDOC shall compensate selected bidder pursuant to the terms of the contract.

## 8.21 Assignability and Subcontracting.

8.21.1 Subject to the terms and conditions of this Section, this contract shall be binding upon the parties and their respective successors and assigns.

8.21.2 Selected bidder shall not subcontract with any person or entity to perform all or any part of the work to be performed under this contract without the prior written consent of MDOC, which consent may be withheld at the sole and absolute discretion of MDOC.

8.21.3 Selected bidder may not assign, in whole or in part, this contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of MDOC, which consent may be withheld at the sole and absolute discretion of MDOC.

8.21.4 Notwithstanding the foregoing, selected bidder may, without the consent of MDOC, assign its rights to payment to be received under the contract, provided that selected bidder provides written notice of such assignment to MDOC together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this contract.

8.21.5 Any assignment consented to by MDOC shall be evidenced by a written assignment agreement executed by selected bidder and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the contract and to assume the duties, obligations, and responsibilities being assigned.

8.21.6 A change of name by selected bidder, following which selected bidder's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. Selected bidder shall give MDOC written notice of any such change of name.

8.22 Other Contractors. MDOC may undertake or award other contracts for additional or related work, and selected bidder shall fully cooperate with other contractors and State employees, and coordinate its work with such additional work as may be required. Selected bidder shall not commit or permit any act that will interfere with the



performance of work by any other contractors or by State employees. This paragraph shall be included in the contracts of all contractors with which selected bidder will be required to cooperate. MDOC shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

8.23 Nondiscrimination/Sexual Harassment Clause. Selected bidder agrees:

8.23.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, selected bidder, each subcontractor, or any person acting on behalf of selected bidder or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

8.23.2 Neither selected bidder nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

8.23.3 Selected bidder and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

8.23.4 Selected bidder and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

8.23.5 Selected bidder and each subcontractor shall, within the time periods requested by MDOC, furnish all necessary employment Documents and records and permit access to their books, records, and accounts.

8.23.6 Selected bidder shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

8.23.7 MDOC may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place selected bidder in selected bidder responsibility file.

8.24 Contractor Integrity Provisions. It is essential that those who seek to contract with MDOC conduct themselves in a manner that fosters public confidence in the integrity of MDOC's procurement process. In furtherance of this policy, selected bidder agrees to the following:

8.24.1 Selected bidder shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to selected bidder or that govern contracting with MDOC.

8.24.2 Selected bidder shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to selected bidder employee activity with MDOC and State employees, and which is distributed and made known to all selected bidder employees.

8.24.3 Selected bidder, its affiliates, agents, and employees shall not influence, or attempt to influence, any State employee to breach the standards of ethical conduct for State employees or to breach any other state or federal law or regulation.

8.24.4 Selected bidder, its affiliates, agents, and employees shall not offer, give, or agree or promise to give any gratuity to a State official or employee or to any other person at the direction or request of any State official or employee.

8.24.5 Selected bidder, its affiliates, agents, and employees shall not offer, give, or agree or promise to give any gratuity to a State official or employee or to any other person, the acceptance of which would violate any statute, regulation, statement of policy, management directive, or any other published standard of MDOC.

8.24.6 Selected bidder, its affiliates, agents, and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any State official or employee.

8.24.7 Selected bidder, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8.24.8 Selected bidder shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to MDOC in writing and MDOC consents to selected bidder's financial interest prior to the State's execution of the contract. Selected bidder shall disclose the financial interest to MDOC at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than selected bidder's submission of the contract signed by selected bidder.

8.24.9 Selected bidder, its affiliates, agents, and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, selected bidder under this contract without the prior written approval of MDOC, except as required by applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by selected bidder from MDOC or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

- 8.24.9.1 Approved in writing by MDOC prior to its disclosure; or
- 8.24.9.2 Directed by a court or other tribunal of competent jurisdiction, unless the contract requires prior MDOC approval; or
- 8.24.9.3 Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
- 8.24.9.4 Necessary for purposes of selected bidder's internal assessment and review; or
- 8.24.9.5 Deemed necessary by selected bidder in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than MDOC;
- 8.24.9.6 Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
- 8.24.9.7 Otherwise required by law.

8.24.10 Selected bidder certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following; and agrees to immediately notify MDOC in writing if and when it or any officer, director, associate, partner, limited partner, or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

8.24.10.1 Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;

8.24.10.2 Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by selected bidder or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

8.24.10.2.1 obtaining;

8.24.10.2.2 attempting to obtain; or

8.24.10.2.3 performing a public contract or subcontract.

8.24.11 Selected bidder's acceptance of the benefits derived from the conduct identified below shall be deemed evidence of such knowledge, approval, or acquiescence.

8.24.11.1 Violation of federal or state antitrust statutes;

8.24.11.2 Violation of any federal or state law regulating campaign contributions;

8.24.11.3 Violation of any federal or state environmental law;

8.24.11.4 Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations;

8.24.11.5 Violation of any federal or state law prohibiting discrimination in employment;

8.24.11.6 Debarment by any agency or department of the federal government or by any other state; and

8.24.11.7 Any other crime involving moral turpitude or business honesty or integrity.

8.24.12 Selected bidder acknowledges that MDOC may, in its sole discretion, terminate the contract for cause upon such notification or when MDOC otherwise learns that selected bidder has been officially notified, charged, or convicted.

8.24.13 When selected bidder has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, including but not limited to contact by a State officer or employee which, if acted upon, would violate such ethical standards, selected bidder shall immediately notify MDOC.

8.24.14 Selected bidder, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these selected bidder integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

8.24.15 Selected bidder shall cooperate with any investigation of any alleged State employee breach of ethical standards and any alleged selected bidder non-compliance with these provisions. selected bidder agrees to make identified selected bidder employees available for interviews at reasonable times and places. Selected bidder, upon the inquiry or request as part of such investigation, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant to selected bidder's integrity and compliance with these provisions. Such information may include, but shall not be limited to, selected bidder's business or financial records, documents, or files of any type or form that refers to or concern this contract.

8.24.16 For violation of any of these selected bidder integrity provisions, MDOC may terminate this and any other contract with selected bidder, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another selected bidder to complete performance under this contract, and debar and suspend selected bidder from doing business with MDOC. These rights and remedies are cumulative, and the use or non-use of any-one shall not preclude the use of all or any other. These rights and remedies are in addition to those MDOC may have under law, statute, regulation, or otherwise.

8.24.17 For purposes of these selected bidder integrity provisions, the following terms shall have the meanings found in this Paragraph.

8.24.17.1 "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Selected Bidder from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Selected Bidder; or e) has not been independently developed by Selected Bidder without the use of confidential information of MDOC.

8.24.17.2 "Consent" means written permission signed by a duly authorized officer or employee of MDOC, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, MDOC shall be deemed to have consented by virtue of execution of this contract.

8.24.17.3 "Selected Bidder" means the individual or business that has entered into this contract with MDOC, including those directors, officers, partners, members, managers, and owners having more than a five percent (5%) interest in selected bidder.

8.24.17.4 "Financial interest" means:

8.24.17.4.1 Ownership of more than a five percent (5%) interest in any business; or

8.24.17.4.2 Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

8.24.17.5 "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

8.24.17.6 "Immediate family" means a spouse and any unemancipated child.

8.24.17.7 "Non-bid basis" means a contract awarded or executed by MDOC with Selected Bidder without seeking bids or proposals from any other potential bidder.

8.24.17.8 "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in MDOC or Mississippi or for paying debts incurred by or for a candidate or committee before or after any election.

8.25 Contractor Responsibility Provisions. For purposes of these provisions, the term selected bidder is defined as any person, including, but not limited to, a bidder, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with MDOC. (The term selected bidder includes a

permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in Mississippi).

8.25.1 Selected bidder certifies, in writing, for itself and its subcontractors required to be disclosed or approved by MDOC, that as of the date of its execution of this contract, that neither selected bidder, nor any such subcontractors, are under suspension or debarment by MDOC or any governmental entity, instrumentality, or authority and, if selected bidder cannot so certify, then it agrees to submit, along with its contract, a written explanation of why such certification cannot be made.

8.25.2 Selected bidder also certifies, in writing, that as of the date of its execution of this contract it has no tax liabilities or other State obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

8.25.3 Selected bidder's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, selected bidder shall have an obligation to inform MDOC if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other State obligations, or if it or, to the best knowledge of selected bidder, any of its subcontractors are suspended or debarred by MDOC, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

8.25.4 The failure of selected bidder to notify MDOC of its suspension or debarment by MDOC, Mississippi or any other state, or the federal government shall constitute an event of default of the contract with MDOC.

8.25.5 Selected bidder agrees to reimburse MDOC for the reasonable costs of investigation incurred for investigations of selected bidder's compliance with the terms of this or any other agreement between selected bidder and MDOC that results in the suspension or debarment of selected bidder. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Selected bidder shall not be responsible for investigative costs for investigations that do not result in selected bidder's suspension or debarment.

## 8.26 Americans with Disabilities Act.

8.26.1 Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., selected bidder understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this contract or from activities provided for under this contract on the basis of the disability. As a condition of accepting this contract, selected bidder agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by MDOC through contracts with outside bidders.

8.26.2 Selected bidder shall be responsible for and agrees to indemnify and hold harmless MDOC and the State of Mississippi from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against MDOC or the State of Mississippi as a result of selected bidder's failure to comply with the provisions of Subparagraph 8.26.1 above.

8.27 Covenant Against Contingent Fees. Selected bidder represents as a part of such Bidder's bid or proposal that such Bidder has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. For breach or violation of this warranty, MDOC shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.28 Applicable Law.

8.28.1 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. Bidder shall comply with applicable federal, state, and local laws and regulations.

8.28.2 Selected bidder consents to the jurisdiction of Rankin County, Mississippi, Circuit Court, waiving any claim or defense that such forum is not convenient or proper. Selected bidder agrees that such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Mississippi law.

8.29 Integration – RFP. The Request for Proposals and its amendments, selected bidder's proposal, and selected bidder's best and final offer, if any, and all referenced documents constitutes the contract between the parties. No agent, representative, employee or officer of either MDOC or selected bidder has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the contract. No modifications, alterations, changes, or waiver to the contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

8.30 Order of Precedence – RFP. In the event there is a conflict among the documents comprising this contract, MDOC and selected bidder agree on the following order of precedence: the contract; the RFP, the best and final offer, if any; selected bidder's proposal in response to the RFP.

## 8.31 Controlling Terms and Conditions.

8.31.1 The terms and conditions of this contract shall be the exclusive terms of agreement between selected bidder and MDOC. All quotations requested and received from selected bidder are for obtaining firm pricing only.

8.31.2 Other terms and conditions or additional terms and conditions included or referenced in selected bidder's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by selected bidder and not binding on MDOC.

8.32 Changes. MDOC reserves the right to make changes at any time during the term of the contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the contract and actual quantities; 2) to make changes to the services within the scope of the contract; 3) to notify selected bidder that MDOC is exercising any contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the contract to extend the completion date beyond the expiration date of the contract or any renewals or extensions thereof. Any such change shall be made by the contracting officer by notifying selected bidder in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the contract, nor, if performance security is being furnished in conjunction with the contract, release the security obligation. Selected bidder agrees to provide the service in accordance with the change order. Any dispute by selected bidder in regard to the performance required by any notification of change shall be handled through Section 8.20.

## 8.33 Background Checks.

8.33.1 Selected bidder must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to MDOC facilities, either through on-site access or through remote access. Background checks are to be conducted by MDOC Central Office. The background check process must be conducted prior to initial access and on an annual basis thereafter.

8.33.2 Before MDOC will permit access to selected bidder, selected bidder must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a selected bidder employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; involving a crime related to the Prison Rape Elimination Act (PREA); or which raises concerns about building, system or personal security or is otherwise job-related, selected bidder shall not assign that employee to any MDOC facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access unless MDOC consents to the access, in writing, prior to the access. MDOC may withhold its consent in its sole discretion. Failure of selected bidder to comply with the terms of this Section on more than one occasion or selected bidder's failure to appropriately address any single failure to the satisfaction of MDOC may result in selected bidder being deemed in default of its contract.

8.33.3 MDOC required background checks are processed through the MDOC Corrections Investigation Division. The approximate time for clearance of an employee is five (5) working days. The selected bidder will not be penalized during this time period for any vacancy as reported. If a healthcare provider has been cleared by the selected bidder's credentialing process, they may provide services via tele-health until a security clearance has been processed.

8.33.4 MDOC specifically reserves the right of MDOC to conduct background checks over and above that described herein.

8.33.5 MDOC contracted personnel who have regular and routine business in MDOC worksites may be issued a photo identification or access badge subject to the requirements of MDOC. The requirements, policy, and procedures may include a processing fee payable by selected bidder for contracted personnel photo identification or access badges.

8.34 Contract Oversight. To evaluate and assess the selected bidder's compliance with all applicable requirements of this RFP and the contract, MDOC, under the direction of the MDOC Chief Medical Director, will implement a contract monitoring program as part of its internal Continuous Quality Improvement system. Such contract monitoring will occur at unannounced times, with and without participation of the selected bidder.

8.34.1 The contract monitoring will include, but is not to be limited to, the following tasks:

8.34.1.1 Review of service levels, quality of care, and administrative practices, as specified in the contract;

8.34.1.2 Meet on a regular basis with representatives of selected bidder to address contract issues;

8.34.1.3 Assist in the development of future change requests, as needed;

8.34.1.4 Review selected bidder's documentation to ensure compliance with contractual obligations;

8.34.1.5 Review of work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels;

8.34.1.6 Review of files, records, and reports pertinent to the provision of inmate healthcare;

8.34.1.7 Review of medical billings to determine appropriateness to contract specifications and cost effectiveness to the MDOC;

8.34.1.8 Review the collection of third-party reimbursement of certain expenses; and

8.34.1.9 Conduct site visitations, interviews, and inspections, as required to provide a healthcare services program.

8.34.2 All monitoring reports will be reviewed by the MDOC's Bureau of Health Services (BHS). BHS monitoring staff roles and responsibilities include the provision of constructive processes that enable the selected bidder to perform and deliver comprehensive healthcare services at its optimum level. MDOC is seeking a bidder that can work in a collaborative and constructive manner with BHS staff to encourage positive provider and patient experiences and lend to a cost-effective program. BHS staff's daily roll in the delivery of healthcare services is one of providing resources, assistance, and monitoring contract compliance. BHS staff are not responsible for the day-to-day operational management or clinical decision-making of the healthcare services program.

8.34.3 MDOC is in the process of developing performance criteria to review the healthcare services program objectives, to include but not be limited to:

8.34.3.1 Timely and consistent access to healthcare services;

8.34.3.2 Documentation in accordance with applicable contract requirements, including court orders and MDOC policies and procedures;

8.34.3.3 Appropriate and timely referrals to community specialists;

8.34.3.4 Infection control related to communicable diseases in accordance with CDC recommendations and MDPH regulations;

8.34.3.5 Continuity of care;

8.34.3.6 Appropriate interventions by, and referrals to, a higher level of care by a community specialist when clinically indicated;

8.34.3.7 Inmates receive "patient-specific care" when assessed and evaluated; and

8.34.3.8 Evidence-based criteria utilized by healthcare staff within the scope of their practice.

8.35 Personnel - Current Contract Staff. MDOC recognizes the importance of retaining qualified healthcare staff at all levels who are experienced in the delivery of correctional healthcare. Bidder is strongly encouraged to provide the appropriate and current salary ranges of healthcare staff in their bid. MDOC has included in **Appendix J**, Minimum Proposed Salaries, an outline of proposed minimum salary range assumptions based on historical data and current local market trends for all positions requested in this contract. Bidder is not required to bid these salary ranges but is encouraged to be responsible and budget appropriate salaries to encourage hiring, ensure retention, and reduce staffing turnover. The following requirements, however, will be mandatory:

8.35.1 Selected bidder must interview each current member of the healthcare staff to determine continued employment status; and

8.35.2 Selected bidder must waive eligible time frames for health and retirement programs for all continued healthcare staff.

8.36 Staffing Paybacks for Unfilled Hours. Selected bidder will provide medical, mental health, technical, and support personnel as necessary for the rendering of the comprehensive healthcare services required to provide the



services contemplated under any contract awarded as a result of this RFP. Minimum staffing requirements for each of the respective MDOC facilities is outlined in **Appendix C** of this RFP.

8.36.1 On a monthly basis, for each of the position categories subject to payback penalties, selected bidder must provide MDOC with an itemized list of hours worked at each MDOC facility by position and class for each of the positions identified in the minimum staffing requirements. Positions are to be listed as “medical” or “mental health,” and the class should reflect the title assigned to each position as listed and outlined in **Appendix C** of this RFP. Staffing reports are not to include working or company titles that may be designated by the selected bidder. Failure to appropriately identify designated position titles may result in a deficit when calculating the required hours of service, designated by a position titles.

8.36.2 Selected bidder will provide a monthly report, by the twentieth (20<sup>th</sup>) calendar day of the month after the month of service, in the form of the approved workbook outlining the fulfilled staffing hours of the individual MDOC facilities. Monthly reports must include all staff resignations, terminations, and those placed on family and medical leave (FMLA) to a designated MDOC-BHB staff member.

8.36.3 On a quarterly basis, for each of the position categories subject to payback penalties, selected bidder must provide MDOC with an itemized list of hours worked at each MDOC facility by position/class per facility for each of the positions identified in the minimum staffing requirements, for the prior months in the aggregate. Quarterly reports are due within forty-five (45) days of the end of any given quarter.

8.36.4 Selected bidder must provide supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position/per MDOC facility. The listing of hours worked will be reported using a mutually agreed upon format for review and reference. Payroll information and MDOC’s staffing reconciliation worksheet will be the authoritative documents by which staffing penalties will be determined.

8.36.5 Hours filled by a higher-level practitioner (e.g., nurse practitioner hours worked by a physician, registered nurse replacing a licensed practical nurse) will be counted toward the fulfillment of hours worked for the lower position classifications.

8.36.6 Paybacks for unfilled hours (worked) of service will apply to all positions outlined in the minimum staffing requirements, with the exception of support position classifications at the regional level.

8.36.7 In the event that less than ninety percent (90%) of the required staffing hours for all positions licensed and designated as physician, dentist, psychologist, nurse practitioner, and physician assistant are worked in a given quarter for any position subject to a payback assessment at any MDOC facility, selected bidder shall credit MDOC for such unfilled hours to the extent that such hours, per position classification/per MDOC facility, fall below the ninety percent (90%) threshold. For example, if there are two (2) full-time equivalents for nurse practitioners identified for a MDOC facility, then the calculation of the ninety percent (90%) threshold for the nurse practitioner position at the MDOC facility will be based on the number of hours equal to two (2) full-time equivalents for that quarter and the total number of fulfilled nurse practitioner hours. A credit shall be at a rate equal to the average hourly wage plus twenty percent (20%) for benefits (hourly rate \$ x 1.20 = payback \$) for the unfilled hours.

8.36.8 In the event that less than eighty-five percent (85%) of all other required staff by positions and classification at each assigned MDOC facility are worked in a given quarter for any position subject to a payback assessment at any MDOC facility, selected bidder shall credit MDOC for such unfilled hours to the extent that such hours, per position classification/per MDOC facility, fall below the eighty-five percent (85%) threshold. For example, if there are two (2) full-time equivalents for registered nurses identified for a MDOC facility, then the calculation of the eighty-five percent (85%) threshold for the registered nurse position at the MDOC facility will be based on the number of hours equal to two (2) full-time equivalents for that quarter and the total number of fulfilled registered nurse hours. A credit shall be at

a rate equal to the average hourly wage plus twenty percent (20%) for benefits (hourly rate \$ x 1.20 = payback \$) for the unfilled hours.

8.36.9 The required ninety (90%) and eighty-five percent (85%) staffing thresholds accommodates selected bidder's staff vacation time, sick time, holidays, or paid time off. A consideration for paid time off will not be given in addition to the designated percentage fulfillment requirements. MDOC may waive, at its discretion, hours not worked for selected bidder's staff participating in corporate functions, community training, and/or education to include programs to obtain continuing education credits. Bidder's Statewide Operations Director must submit a request for training and identify who will attend the training and length of his/her absence, two (2) weeks in advance of the date of the activity or event to the designated MDOC staff member for approval.

8.36.10 To allow the selected bidder a period of time to process retention of existing staff and recruit the appropriate individuals for additional positions, MDOC will allow one hundred and twenty (120) days from the contract effective date as a contract start-up period during which staffing payback requirements will be suspended for all positions. This initial 120-day payback suspension does not relieve the selected bidder of the responsibility to immediately staff all MDOC facilities with at least the healthcare staff reflected in the minimum staffing requirements. Any failure by the selected bidder to continuously provide staffing, as required by the contract, may result in termination of the contract, at the discretion of MDOC.

### 8.37 Confidentiality.

8.37.1 Selected bidder agrees to protect the confidentiality of MDOC's confidential information. MDOC agrees to protect the confidentiality of selected bidder's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this contract, in addition to other remedies available to the non-breaching party.

8.37.2 Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

8.37.2.1 already known to the recipient at the time of disclosure other than through the contractual relationship;

8.37.2.2 independently generated by the recipient and not derived by the information supplied by the disclosing party;

8.37.2.3 known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

8.37.2.4 disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

8.37.2.5 required to be disclosed by law, regulation, court order, or other legal process.

8.37.3 There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with MDOC in connection with services provided to MDOC under this contract.

8.37.4 Selected bidder shall use the following process when submitting information to MDOC it believes to be confidential and/or proprietary information or trade secrets:

8.37.4.1 Prepare an un-redacted version of the appropriate document, and

8.37.4.2 Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

8.37.4.3 Prepare a signed written statement that states:

8.37.4.3.1 the attached document contains confidential or proprietary information or trade secrets;

8.37.4.3.2 Selected bidder is submitting the document in both redacted and un-redacted format; and

8.37.4.3.3 Selected bidder is requesting that the document be considered exempt from public records requests.

8.37.4.4 Submit the two (2) documents along with the signed written statement to MDOC.

#### 8.38 Sensitive Information.

8.38.1 Selected bidder shall not publish or otherwise disclose, except to MDOC and matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a State program affected by or benefiting from services under this contract for any purpose not connected with the parties' contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

8.38.2 Selected bidder will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which selected bidder is responsible under this paragraph are not subject to any limitation of liability set out in this contract.

8.39 Health Insurance Portability and Accountability Act (HIPAA). Selected bidder shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

#### 8.40 Insurance – General.

8.40.1 Selected bidder is required to have in place during the term of the contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to MDOC and authorized to conduct such business under the laws of Mississippi:

8.40.2 Worker's Compensation Insurance for all of selected bidder's employees and those of any subcontractor, engaged in work at any MDOC site as required by law.

8.40.3 Public Liability and Property Damage Insurance to protect MDOC, selected bidder, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the contract or the failure to perform under the contract, whether such performance or non-performance be by selected bidder, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by MDOC, as an additional insured, against the insurance coverage in regard to work performed for MDOC.

8.40.4 Prior to commencement of the work under the contract and at each insurance renewal date during the term of the contract, selected bidder shall provide MDOC with current certificates of insurance. These certificates or policies shall name MDOC as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to MDOC.

8.40.5 MDOC shall be under no obligation to obtain such certificates from selected bidder(s). Failure by MDOC to obtain the certificates shall not be deemed a waiver of selected bidder's obligation to obtain and furnish certificates. MDOC shall have the right to inspect the original insurance policies.

8.41 Notice. Any written notice to any party under this contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Selected Bidder: As set forth in the Contract.

If to MDOC: As set forth in the Contract.

8.42 Antitrust. By entering into a contract, selected bidder conveys, sells, assigns, and transfers to the MDOC 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 the MDOC under said contract.

8.43 Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

8.44 Approval. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

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

8.46 E-Verification.

8.46.1 Selected bidder 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 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. Selected bidder 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, selected bidder agrees to provide a copy of each such verification. Selected bidder further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

8.46.2 The breach of this agreement may subject selected bidder to the following:

8.46.2.1 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;

8.46.2.2 The loss of any license, permit, certification or other document granted to selected bidder by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or

8.46.2.3 Both. In the event of such cancellation/termination, selected bidder would also be 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.

8.47 Payment. Selected bidder agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDOC agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDOC within forty-five (45) days of receipt of invoice. Miss. Code § 31-7-305. Selected bidder shall be responsible for all applicable taxes associated with payments made by MDOC, including, for example, federal and state income taxes, privilege and use taxes, ad valorem taxes, and payroll taxes.

8.48 Representation Regarding Gratuities. The offeror, or selected bidder, represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

8.49 Stop Work Order. The Procurement Officer of MDOC, may, by written order to selected bidder at any time, and without notice to any surety, require selected bidder 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 selected bidder, 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, selected bidder 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, the Procurement Officer shall either:

8.49.1 Cancel the stop work order; or

8.49.2 Terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

8.50 Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, selected bidder

shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or selected bidder price, or both, and the contract shall be modified in writing accordingly, if:

8.50.1 The stop work order results in an increase in the time required for, or in selected bidder's cost properly allocable to, the performance of any part of this contract; and,

8.50.2 The selected bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Procurement Officer 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.

8.51 Termination of Stopped Work. If a stop work order is not canceled 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.

8.52 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.

8.53 Record Retention and Access to Records. Provided selected bidder is given reasonable advance written notice and such inspection is made during normal business hours of selected bidder, MDOC or any duly authorized representatives shall have unimpeded, prompt access to any of selected bidder's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by selected bidder for three (3) years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project 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.

8.54 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. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and 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. Information identified by offeror as trade secrets, or other proprietary information, including confidential offeror 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.

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

8.56 No 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.

8.57 Certification of Independent Price Determination. The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

8.58 Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

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