

**CONTRACTUAL AGREEMENT
BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
AND
BRETT BROWN**

(Medicaid Technology Specialist)

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

WHEREAS, DOM has a need for the services of a Medicaid Technology Specialist;

WHEREAS, in accordance with Section 3-101.04.1 of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, DOM publicized its need for a responsible contractor with an understanding of and experience with: Medicaid claims processing, Medicaid operations, and working with Medicaid data;

WHEREAS, the Contractor’s application was selected by DOM and the Contract awarded to Contractor; however, such Contract shall not be effective unless and until the Public Procurement Review Board approves of the Contract;

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

- I. SCOPE OF WORK:** Contractor agrees to perform the following services for DOM:
 - A. Troubleshoot pressing claims, encounter and data issues for Medicaid Leadership;
 - B. Assist Medicaid leadership in understanding the data contained in the MMIS, DSS and CDR;
 - C. Assist Medicaid Leadership in refining the data needs for upcoming CCO competitive bid; and
 - D. Perform other duties as required or assigned.

- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on July 1, 2020, and shall expire on June 30, 2021, unless this Agreement is terminated pursuant to paragraph XII (Termination). DOM may have, under the same terms and conditions as the existing contract, an option for four (4) one-year contract extensions.

- III. COORDINATION OF SERVICES:** Contractor shall coordinate the performance of the services to be provided hereunder with and through DOM's Office of iTECH, and consult with said Program Area on specific courses of action that should be pursued.
- IV. COST FOR SERVICES:** As full and complete compensation for the services to be provided hereunder, DOM will pay Contractor at the rates listed below:
- A. Total reimbursement shall not exceed one hundred ten thousand nine hundred forty-one dollars and eighty cents (\$110,941.80) for the term of this Agreement.
 - B. The reimbursement rate for professional services shall be fifty-five dollars and zero cents (\$55.00) per hour for up to 1,840 hours per year and shall not exceed one hundred one thousand two hundred dollars and zero cents (\$101,200.00) per year of the contract.
 - C. DOM will pay a fringe rate of 7.65 percent or as required by state and federal law not to exceed seven thousand seven hundred forty-one dollars and eighty cents (\$7,741.80) per year of the contract.
 - D. Contractor shall be reimbursed for official DOM travel at the same reimbursement rate as provided by State statute for the employees of DOM. Reimbursement for travel expenses shall not exceed two thousand dollars and zero cents (\$2,000.00) per year of the contract.
- V. BILLING AND DOCUMENTATION OF TIME:** Billing for the number of hours worked at the cost specified in paragraph IV (Cost for Services) above will be made by Contractor on a form prescribed by DOM for such purposes.
- VI. E-PAYMENT:** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM 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 state agencies within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-301 *et seq.* (1972, as amended).
- VII. NON-ASSIGNMENT AND SUBCONTRACTING:** Contractor acknowledges that it was selected by DOM to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of DOM, which DOM shall not unreasonably withhold. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by DOM of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DOM in addition to the total compensation agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DOM may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

- VIII. AUTHORITY TO CONTRACT:** Contractor warrants: (a) that it has valid authority to enter into this Agreement; (b) that it is in good standing with all applicable regulatory and/or licensing agencies in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
- IX. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement.
- X. CHANGE ORDERS:** DOM may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by DOM and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify DOM in writing of this belief. If DOM believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Agreement.
- XI. CLAIMS BASED ON DOM'S ACTIONS OR OMISSIONS:**
- A. NOTICE OF CLAIM. If any action or omission on the part of DOM requiring performance changes within the scope of the Agreement constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
1. Contractor shall have given written notice to DOM:
 - a. Prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
 - b. Within thirty (30) days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,

- c. Within such further time as may be allowed by DOM in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. DOM, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of DOM;

2. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
3. Contractor maintains and, upon request, makes available to DOM within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. **LIMITATION OF CLAUSE.** Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders, which are clearly not within the scope of the contract.

C. **ADJUSTMENT OF PRICE.** Any adjustment in the contract price made pursuant to this clause is subject to paragraph IV (Cost for Services) above.

XII. TERMINATION: Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a manner satisfactory to DOM prior to the date of termination. Such compensation shall be determined by DOM.

XIII. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of DOM to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DOM, DOM shall have the right upon ten (10) working days written notice to Contractor, to terminate this Agreement without damage, penalty, cost, or expenses to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Notice of termination under this paragraph need not comply with the thirty (30) day requirement set forth in paragraph XII (Termination) above.

XIV. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be

illegal or in conflict with any law of the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

- XV. CONFIDENTIALITY:** Contractor agrees that it shall not use or disclose for any purpose, other than as permitted under this Agreement and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s), any information concerning any recipient of services or provider of services that it may have access to or have knowledge of as a result of providing services to DOM. However, the obligation of confidentiality shall not apply to information that is required to be disclosed pursuant to law or the legal process. This confidentiality agreement survives the term of the Agreement between DOM and Contractor.
- XVI. APPLICABLE LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified.
- XVII. COMPLIANCE WITH LAWS:** Contractor understands that DOM is an equal opportunity employer and therefore, maintains a policy, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, religion, or any other consideration made unlawful by federal, state, 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, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment. Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws, regulations, policies, and procedures related to unlawful discrimination, as now existing and as may be amended or modified.
- XVIII. COPYRIGHTS:** If applicable, Contractor agrees that DOM shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this Agreement. Further, Contractor hereby grants to DOM a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this Agreement, but which is incorporated into the material furnished under the Agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such

license without becoming liable to pay compensation to others solely because of such grant.

- XIX. OWNERSHIP OF DOCUMENTS AND WORK PAPERS:** DOM shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the work that is the subject of this Agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DOM, and in a manner or format specified by DOM, upon termination or completion of the Agreement.
- XX. RESOLUTION OF FACTUAL DISPUTES:** If possible, any dispute concerning a question of fact arising under this Agreement shall be resolved through good faith negotiations between duly authorized representatives of DOM and Contractor.
- XXI. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Agreement.
- XXII. NON-WAIVER OF OTHER RIGHTS, POWERS, AND REMEDIES:** No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- XXIII. ATTORNEY'S FEES AND EXPENSES:** Subject to other terms and conditions of this Agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to DOM all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by DOM in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall DOM or the State be obligated to pay any attorney's fees or costs of legal action to Contractor.
- XXIV. INDEMNIFICATION:**
- A. **GENERAL INDEMNIFICATION:** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DOM, its employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including,

without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, and employees in the performance of or failure to perform this Agreement. In DOM's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to DOM. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and DOM shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without DOM's concurrence, which DOM shall not unreasonably withhold.

B. **INFRINGEMENT INDEMNIFICATION:** Contractor warrants that the materials and deliverables provided to the customer under this Agreement, and their use by DOM, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for DOM the right to continue using such items. Should Contractor fail to obtain for DOM the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require DOM to discontinue using such items, in which case Contractor will refund to DOM the fees previously paid by DOM for the items DOM may no longer use, and shall compensate DOM for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to DOM to discontinue said use. Provided that DOM promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, DOM against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this Agreement.

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

XXVI. NOTICES: Any notice from one party to the other under this Agreement shall be in writing and shall be sent to the other party by U.S. Mail, postage prepaid, at its principal business address, unless changed by either party hereto by written notice similarly given.

XXVII. STRICT PERFORMANCE: It is expressly understood and agreed that strict performance of the terms and provisions of this Agreement shall be deemed the essence of this Agreement.

XXVIII.

FORCE MAJEURE: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify DOM immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless DOM determines it to be in its best interest to terminate the agreement.

XXIX.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: All activities under this Agreement regarding the exchange of information and data between DOM and Contractor shall be performed in accordance with any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties and all applicable federal and/or State of Mississippi laws, rules, and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009) and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties, and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party and thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s), Nondisclosure Agreements, and/or Data Use Agreement(s) entered into between the parties. The provision herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the parties following termination.

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

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

XXXII. E-VERIFICATION: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification 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. Contractor agrees to maintain records of such compliance. Upon request of the State and approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- A. Termination of this Agreement for services and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;
- B. The loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both. In the event of such cancellation/termination, Contractor 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.

XXXIII. REPRESENTATION REGARDING CONTINGENT FEES: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid or proposal.

XXXIV. REPRESENTATION REGARDING GRATUITIES: Contractor 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

XXXV. STOP WORK ORDER:

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

1. Cancel the stop work order; or
2. Terminate the work covered by such order as provided in the paragraph XII (Termination).

B. **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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or price, or both, and the Agreement shall be modified in writing accordingly, if:

1. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Agreement; and
2. Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if DOM 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 Agreement.

C. **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.

D. **ADJUSTMENTS OF PRICE:** Any adjustment in contract price made pursuant to this clause is subject to paragraph IV (Cost for Services) above.

XXXVI. TRANSPARENCY MISSISSIPPI: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records

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

XXXVII. 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.

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

XXXIX. APPROVAL CLAUSE: 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.

XL. PROCUREMENT REGULATIONS: The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review 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>.

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MISSISSIPPI DIVISION OF
MEDICAID



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

Mississippi Division of Medicaid

By: _____
Drew L. Snyder
Executive Director

Date: _____

Brett Brown

By: _____
Brett Brown

Date: _____



STATE OF MISSISSIPPI

COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Drew L. Snyder**, in his official capacity as the duly appointed **Executive Director of the Division of Medicaid in the Office of the Governor**, an administrative agency of the State of Mississippi, who acknowledged to me, being first duly authorized by said agency that he signed and delivered the above and foregoing written Contractual Agreement for and on behalf of said agency, and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the ___ day of _____, A.D., 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF _____
COUNTY OF _____

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **Brett Brown**, who acknowledged to me, that he signed and delivered the above and foregoing written Contractual Agreement as his official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the ___ day of _____, A.D., 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



MISSISSIPPI DIVISION OF
MEDICAID

Request for Applications (RFA)

Medicaid Technology Specialist

The Division of Medicaid in the Office of the Governor (DOM) is seeking a contractor to serve in the Office of Information Technology Management within DOM. The Contractor shall coordinate the below described services through the Chief Systems Officer in the Office of Information Technology Management with DOM. The term of the contract shall be one (1) year (July 1, 2020 – June 30, 2021) with four (4) optional one (one) year renewals. The rate of pay shall be \$55 an hour (not including travel), up to 1840 hours per year, not to exceed \$101,200 for the term of this contract. DOM will pay a fringe rate of 7.65% in an amount not to exceed \$7,741.80 for a total contract value of \$108,941.80.

Scope of Services:

- Troubleshoot pressing claims, encounter and data issues for Medicaid Leadership;
- Assist Medicaid leadership in understanding the data contained in the MMIS, DSS and CDR;
- Assist Medicaid Leadership in refining the data needs for upcoming CCO competitive bid; and
- Perform other duties as required or assigned.

Minimum Qualifications:

- Understanding of and experience with Medicaid claims processing;
- Understanding of and experience with Medicaid operations; and,
- Understanding of and experience with Medicaid Data.

Preferred Qualifications/Experience (the following are desired and may be given additional consideration but not are required):

- Experience with operational systems supported by DOM's Fiscal Agent (Conduent), including but not limited to: MMIS, DSS and PBM; and,
- Experience with operational systems operated by DOM's Clinical Data Infrastructure vendor (MedeAnalytics) including but not limited to: Analytics and Provider Access.

Other:

DOM will provide space at its central office at the Walter Sillers Building, 550 High Street, Suite 1000, Jackson, MS 39201. The contractor will be expected to spend part of the time at the DOM central office. While the contractor is not required to spend any specific amount of time in this State-provided space, because of the need to both observe aspects of DOM, as well as to work with DOM staff and possibly other DOM personnel, it is expected that working from State-provided space will enhance the contractor's ability to successfully perform contract requirements.

Application Information:

DOM will accept applications until 5:00 p.m., April, 10, 2020, for the purpose of hiring a contract worker. Applications can be found online at <https://medicaid.ms.gov/resources/procurement>. Applications can be submitted to Saranne Smith via electronic mail to Saranne.Smith@medicaid.ms.gov or by hand to 550 High Street, Suite 1000 Jackson, MS 39201 (10th floor). For more information please contact Saranne Smith by email or phone 601-359-5747.

STATE OF MISSISSIPPI APPLICATION



Return Completed Application to:
Mississippi State Personnel Board
 210 East Capitol Street, Suite 800
 Jackson, MS 39201
 www.mspb.ms.gov

For Staff/Official Use Only

Received: _____

Important! Please Read Before you begin the application process:

Applicants must complete and attach the "Supplemental Questions" page when applicable. This page is located on the MSPB website Job Openings screen. Scroll down to the bottom of the screen and click the preferred job; when the description is displayed, click "Print Job Information." Applications failing to include this page or lacking sufficient information will be returned to the applicant as invalid. Please ensure your application is received by the closing date as indicated on the job posting.

-TYPE OR PRINT IN BLACK INK-

JOB INFORMATION

POSITION #: 3150002803	POSITION TITLE: Medicaid Technology Specialist
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PERSONAL INFORMATION

FIRST NAME Brett	MIDDLE INITIAL C	LAST NAME Brown
ADDRESS 105 Cavanaugh Drive		
CITY Madison	STATE MS	ZIP 39110
HOME PHONE (601) 331-7204	ALTERNATE PHONE	
MONTH AND DATE OF BIRTH 09/12/79	WHICH METHOD DO YOU PREFER TO BE NOTIFIED ABOUT YOUR APPLICATION STATUS? <input checked="" type="checkbox"/> EMAIL OR <input type="checkbox"/> PAPER	
EMAIL ADDRESS		

EDUCATION

WHAT IS YOUR HIGHEST LEVEL OF EDUCATION:

<input type="checkbox"/> Some High School	<input type="checkbox"/> Some College	<input type="checkbox"/> Associate's Degree	<input type="checkbox"/> Master's Degree	<input type="checkbox"/> Doctorate Degree
<input type="checkbox"/> High School	<input type="checkbox"/> Technical College	<input checked="" type="checkbox"/> Bachelor's Degree	<input type="checkbox"/> Specialist's Degree	

HIGH SCHOOL EDUCATION

DID YOU GRADUATE FROM HIGH SCHOOL/RECEIVE A G.E.D.? YES NO
 IF NO, WHAT WAS THE HIGHEST GRADE LEVEL COMPLETED? 7 8 9 10 11 12

COLLEGE/UNIVERSITY EDUCATION

SCHOOL NAME University of Mississippi	DEGREE RECEIVED Bachelor of Arts
DATES ATTENDED Sept 1998 - May 2003	DID YOU GRADUATE? YES <input type="checkbox"/> NO <input type="checkbox"/>
SCHOOL LOCATION (CITY/STATE) University, MS	MAJOR English
SCHOOL NAME	DEGREE RECEIVED
DATES ATTENDED	DID YOU GRADUATE? YES <input type="checkbox"/> NO <input type="checkbox"/>
SCHOOL LOCATION (CITY/STATE)	MAJOR
SCHOOL NAME	DEGREE RECEIVED
DATES ATTENDED	DID YOU GRADUATE? YES <input type="checkbox"/> NO <input type="checkbox"/>
SCHOOL LOCATION (CITY/STATE)	MAJOR

CERTIFICATES & LICENSES

TYPE	DATE ISSUED (MONTH/YEAR)	EXPIRATION DATE (MONTH/YEAR)
LICENSE NUMBER	ISSUING AGENCY	SPECIALIZATION
TYPE	DATE ISSUED (MONTH/YEAR)	EXPIRATION DATE (MONTH/YEAR)
LICENSE NUMBER	ISSUING AGENCY	SPECIALIZATION
TYPE	DATE ISSUED (MONTH/YEAR)	EXPIRATION DATE (MONTH/YEAR)
LICENSE NUMBER	ISSUING AGENCY	SPECIALIZATION

WORK HISTORY

DATES From June 2018 To March 2018	EMPLOYER MedeAnalytics	POSITION TITLE Account Manager
ADDRESS, CITY, STATE 501 W President George Bush Hwy, Suite 250, Richardson, TX 75080		
PHONE NUMBER (469) 476-5423	SUPERVISOR (NAME & TITLE) Kelly Krulisky	
HOURS PER WEEK 40	SALARY \$125,000 / yr	MAY WE CONTACT THIS EMPLOYER? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DUTIES Served as the primary point of contact between Mississippi Division of Medicaid and MedeAnalytics for all issues and requests related to the Provider Access portal, Analytics tool, Clinical Data Interface, and EMPI. Planned, managed, and communicated scheduled release activity. Performed research and reporting as requested by the Division of Medicaid.		

DATES From July 2008 - May 2015 To	EMPLOYER Xerox	POSITION TITLE Service Delivery Manager II
ADDRESS, CITY, STATE 385 B Highland Colony Pkwy, Ridgeland, MS 39157		
PHONE NUMBER (877) 414-2676	SUPERVISOR (NAME & TITLE) Cassandra Neal-Ayozie	
HOURS PER WEEK 40	SALARY \$88,000 / yr	MAY WE CONTACT THIS EMPLOYER? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
DUTIES <p>Service Delivery Manager II November 2014 – May 2015 Led transactional service organization within Government Healthcare accounts in the East region, including eligibility, state level registry, and MMIS accounts. Focused on leveraging best practices and Xerox internal service solutions across accounts and regions.</p> <p>Claims Operations Manager November 2010 – November 2014 Maintained operational goals for Medical Review, Claims Support, Data Entry, and mailroom staff. Other duties included handling of special batch claims as directed by DOM and coordination of operations with special projects within the organization as needed.</p> <p>Systems Engineer Manager July 2008 – November 2010 Led a team of Business Analysts and Programmers responsible for correcting claims adjudication defects and implementing enhancements in the Mississippi MMIS.</p>		

AGENCY WIDE QUESTIONS

1. ARE YOU CURRENTLY EMPLOYED WITH THE STATE OF MS? YES NO
2. IF YOU ANSWERED "YES" TO THE PREVIOUS QUESTION, INDICATE WHICH AGENCY AND YOUR CURRENT JOB TITLE. (IF YOU PREVIOUSLY INDICATED "NO", PROCEED TO THE NEXT QUESTION.)

Medicaid (iTech)

Medicaid Technology Specialist

(AGENCY NAME)

(CURRENT JOB TITLE)

3. HAVE YOU BEEN SEPRATED WITHIN THE LAST 12 MONTHS FROM THE STATE OF MS DUE TO A REDUCTION IN FORCE (RIF)? YES NO
4. IF YOU ANSWERED "YES" TO THE PREVIOUS QUESTION, INDICATE WHICH AGENCY, YOUR PREVIOUS JOB TITLE, AND THE DATE OF YOUR RIF SEPARATION. (IF YOU PREVIOUSLY INDICATED "NO", PROCEED TO THE NEXT QUESTION.)

(AGENCY NAME)

(PREVIOUS JOB TITLE)

(DATE OF RIF)

5. ARE YOU A VETERAN OF THE ARMED FORCES? YES NO
(IF YOU INDICATED "YES", YOU MUST ATTACH A COPY OF YOUR DD214 OR OTHER PROOF OF SERVICES.)
6. IF YOU ARE A VETERAN, WERE YOU DECLARED DISABLED? YES NO
7. ARE YOU AN ADULT MALE BORN ON OR AFTER JANUARY 1, 1960 WHO REGISTERED FOR SELECTIVE SERVICE BETWEEN THE AGES OF 18 AND 25?
 YES NO

TO MEET THE REQUIREMENTS OF FEDERAL REGULATIONS, MSPB NEEDS TO COLLECT INFORMATION ON THE QUESTIONS BELOW FOR REPORTING PURPOSES ONLY. THIS INFORMATION WILL NOT BE USED FOR MAKING EMPLOYMENT DECISIONS. (OPTIONAL)

8. INDICATE YOUR RACE

- AMERICAN INDIAN
 WHITE
 HISPANIC
 BLACK
 ASIAN
 Other

9. INDICATE YOUR GENDER

- MALE
 FEMALE

10. AGE GROUP:

- UNDER 18
 18-25
 26-39
 40-54
 55-69
 70+

ADDITIONAL INFORMATION

Additional Information (other schools or training; special qualifications; honors and awards; etc.):

APPLICANT DECLARATIONS

By signing this application, I certify that all statements made herein and on any attached documents are true and complete to the best of my knowledge. I authorize the verification of this information by the Mississippi State Personnel Board and any agency considering me for employment. I know that any misrepresentation herein may lead to rejection of my application, removal of my name from the list of eligibles, and/or dismissal from state service. I understand that, as a condition of employment, I will be required to present documentation which verifies both my identity and my employment eligibility pursuant to federal immigration law.

x 

SIGNATURE OF APPLICANT

04/08/2020

DATE

MISSISSIPPI DIVISION OF
MEDICAID

MEMORANDUM

From: The Mississippi Division of Medicaid
Office of Procurement

Date: April 23, 2020

Re: Request for Applications (RFA) Medicaid Technology Specialist

The Division of Medicaid (DOM) in the Office of the Governor issued a Request for Applications (RFA) on March 27, 2020 seeking a contractor to serve as the Medicaid Technology Specialist for the agency. The term of the contract shall be one (1) year with four (4) optional renewals. The rate of pay shall be \$55 an hour (not including travel) not to exceed 1840 hours annually. DOM will pay a fringe rate of 7.65% in an amount not to exceed \$7,741.80 for a total contract value of \$108,941.80. The Medicaid Technology Specialist will report to the Chief Systems Officer in the Office of Information Technology Management within DOM.

The Contractor will provide the following services for DOM:

- Troubleshoot pressing claims, encounter and data issues for Medicaid Leadership;
- Assist Medicaid leadership in understanding the data contained in the MMIS, DSS and CDR;
- Assist Medicaid Leadership in refining the data needs for upcoming CCO competitive bid; and,
- Perform other duties as required or assigned.

After publically advertising the position, the application and selection process is now complete. DOM received one application for the position, and intends to offer the contract to Brett Brown. Mr. Brown possesses the qualifications and abilities to perform the duties of this position.

DOM will submit the contract and the Governor's Emergency Proclamation of March 14, 2020 to the Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) in accordance with guidance issued by OPSCR on April 8, 2020. DOM anticipates that this contract will be reviewed by the PPRB before the one-year initial term expires if DOM chooses to exercise a renewal year. The contract will be available for public inspection in the office of the Chief Procurement Officer.



MISSISSIPPI DIVISION OF
MEDICAID

April 23, 2020

SENT VIA E-MAIL

Brett Brown
105 Cavanaugh Drive
Madison, Mississippi 39110

Dear Mr. Brown:

This letter is to inform you that the Mississippi Division of Medicaid (DOM) intends to offer you the position of Medicaid Technology Specialist as advertised in the Request for Applications (RFA) issued by DOM on March 27, 2020.

DOM's offer is conditioned upon acceptance of the terms and conditions described in the RFA. This offer is also conditioned upon the agency's receipt of your written letter of acceptance by email to Procurement@medicaid.ms.gov.

Upon acceptance of the offer, a contract will be submitted to the Public Procurement Review Board (PPRB), Office of Personal Services Contract Review (OPSCR) for review. PPRB meetings are currently suspended until further notice; therefore, DOM will submit the contract in accordance with emergency procedures issued by OPSCR on April 8, 2020. DOM anticipates that this contract will be reviewed by the PPRB before the one-year initial term expires if DOM chooses to exercise a renewal year. If you have any questions, you may contact the Procurement Officer, Saranne Smith via e-mail at saranne.smith@medicaid.ms.gov.

Sincerely,

A handwritten signature in blue ink that reads "Drew Snyder".

Drew Snyder
Executive Director

105 Cavanaugh Drive
Madison MS, 39110

May 1, 2020

Saranne Smith
Office of Procurement, Mississippi Department of Medicaid
550 High Street, Suite 1000
Jackson, MS 39201

Dear Ms. Smith:

I am writing to confirm my acceptance of your April 23 offer of the position of Medicaid Technology Specialist. I also accept all terms and conditions described in the March 27, 2020 Request for Application.

I look forward to working with the Division of Medicaid and am grateful for the opportunity to do so.

Sincerely

A handwritten signature in black ink, appearing to read "Brett Brown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brett Brown



MISSISSIPPI DIVISION OF
MEDICAID

MEMORANDUM

To: Brittney Thompson
Director, Office of Personal Service Contract Review

From: Drew L. Snyder
Executive Director, Mississippi Division of Medicaid

Date: May 6, 2020

Re: Medicaid Technology Specialist
Request for Applications
Protest/Debriefing Memorandum

The Division of Medicaid (DOM) awarded the contract for the Medicaid Technology Specialist Request for Applications on April 23, 2020. As a result of this award, DOM did not receive any debriefing requests or protests and no protest or potential protests are known to DOM or any DOM employees. The protest period for this award expired on April 30, 2020.

Sincerely,

A handwritten signature in blue ink that reads "Drew Snyder".

Drew Snyder
Executive Director

**AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER**

TO: MS DIVISION OF MEDICAID-LEGALS
550 HIGH ST STE 1000
JACKSON, MS 39201
Acct# TCL-C58708

This is not an invoice

of Affidavits: 1

Ad Number: 0004127079

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

03/27/2020, 04/03/2020

Size: 6 words / 1 col. x 1 lines

Published: 2 time(s)

Now due on said account is \$34.12

Signed AG

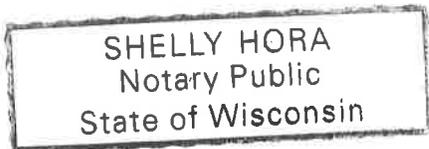
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on May 21, 2020.

Shelly Hora
Notary Public, State of Wisconsin, County of Brown

8-25-23
My commission expires

(SEAL)



The Division of Medicaid (DOM) has released a Request for Applications for the purpose of contracting with a qualified individual as a Medicaid Technology Specialist (RFX # 3150002803). DOM seeks applications from qualified individuals for a one (1) year period with four (4) optional one (1) year renewals beginning July 1, 2020. Detailed information may be obtained via the agency's website request for bids and proposals link at www.medicaid.ms.gov/resources/procurement or by contacting Saranne Smith at (601)359-5747 or via email at procurement@medicaid.ms.gov. DOM has a right to reject any and all applications. Applications must be received by 5:00 p.m. CST, April 10, 2020.

0004127079-01