

SUMMARY OF REQUEST

Requesting Agency: Mississippi Department of Human Services

Supplier: Mid America Health, Inc. (3100005683)

Contract #: 8200051076

Request: New via IFB 3160003470

Number of Amendments: One (includes questions and answers)

Number of Respondents: One

Initial Term: 09/01/2020 – 08/31/2021

Possible Total Term: One year with two optional two-year renewals.

Service: Contractor will provide dental services for youth at Oakley Youth Development Center located in Raymond, Mississippi.

Rates: The Contractor will be paid \$137.40 per hour for dentist services (not to exceed 1040 hours) and \$64.67 per hour (not to exceed 1040 hours) for registered dental hygienist services for the initial contract term pursuant to the alternative staffing proposal included in bid.

Total Value for Initial Term: \$210,153.00

Projected Budget for Life of the Contract: \$1,101,843.00

Debriefing Requests: None

Protests: None



NOTICE OF CONTRACT AWARD

DENTAL SERVICES

Contract No. 8200051076

As identified in Executive Order 1362 (July 31, 2015), each agency awarding, renewing, or amending any professional or personal services contract reported online pursuant to the Mississippi Accountability and Transparency Act of 2008 must also submit by online report an analysis describing the reasons for awarding, renewing, or amending the contract.

PLEASE SELECT APPROPRIATE ACTION:

Awarding Renewing Amending

Vendor Name:	Mid America Health, Inc.
Vendor Contact:	Mr. Jose Lopez
Vendor Address:	1499 Windhorst Way, Suite 100, Greenwood, IN 46143
Vendor Phone Number:	(888) 309-8239, Ext. 2056

ANALYSIS DESCRIBING AWARD, RENEWAL OR AMENDMENT OF CONTRACT (include nature, duration and amount):

MDHS released Invitation for Bids (IFB) No. 3160003470 for Dental Services on March 9, 2020. As a result, one (1) bid was received. Mid America Health, Inc. was deemed responsive and responsible. MDHS awarded Mid America Health, Inc. the Contract in the amount of \$210,153.00. The initial term of this Contract is one (1) year, beginning September 1, 2020, and ending August 31, 2021. MDHS shall reserve the right to renew this contract for two (2) two-year periods, subject to Public Procurement Review Board (PPRB) approval.

DocuSigned by:

 Bryan C. Wardlaw
 Chief Procurement Officer/Staff Attorney

4/29/2020

Date

The contract is on file and available for public inspection in the office of the Chief Procurement Officer/Staff Attorney. Please call (601) 359-4500 for more information.



STATE OF MISSISSIPPI
Tate Reeves, Governor
DEPARTMENT OF HUMAN SERVICES
Robert G. Anderson
Executive Director

May 26, 2020

Ms. Liz Bolin, Director
Department of Finance and Administration
Bond Advisory Division
501 North West Street, Suite 1300-A
Jackson, Mississippi 39201

Dear Ms. Bolin,

The Mississippi Department of Human Services (MDHS) is submitting this letter to the Bond Commission in accordance with the Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations:

Section 7-115 Utilization of State Property by Contractor

If a contractor will be utilizing State Property (office space, equipment, etc.) for the provision of services, the procuring agency shall submit a written notification to the Bond Commission explaining the property to be used. A copy of this letter must be submitted to the PPRB as part of the procurement packet.

MDHS recently issued Invitation for Bids (IFB) No. 3160003470. The purpose of this IFB is to secure dental services for youth at Oakley Youth Development Center located at 2375 Oakley Road, Raymond, Mississippi. The services will be provided on site and MDHS dental equipment will be utilized. The contractor will not be paying rent for the equipment or to occupy the space.

If you have questions or if additional information is required, please contact Bryan C. Wardlaw, Chief Procurement Officer, via phone at (601) 359-4388 or email at Bryan.Wardlaw@mdhs.ms.gov.

Sincerely,

DocuSigned by:

Handwritten signature of Robert G. Anderson in black ink.

074E28DE44264B8
Robert G. Anderson
Executive Director

RGA:bcw

Written Letter to Bond Commission per PPRB/OPSCR Requirement (IFB No. 3160003470/CN 8200051076)

Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>

Tue 5/26/2020 1:41 PM

To: BondAdvisory@dfa.ms.gov <BondAdvisory@dfa.ms.gov>

Cc: Bryan Wardlaw <Bryan.Wardlaw@mdhs.ms.gov>

 1 attachments (295 KB)

Letter_to_Bond_Commission.pdf;

Good Afternoon,

Please see attached.

Thanks,
Wendy Wilson

CONTRACT (UNEXECUTED)

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

1. **Parties.** This Contract is made and entered into by and between the Mississippi Department of Human Services, hereinafter referred to as "MDHS," and Mid America Health, Inc., hereinafter referred to as "Contractor."
2. **Purpose.** MDHS hereby engages the Contractor and the Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."
3. **Scope of Services.** Contractor shall be responsible for the following:
 - 3.1 Compliance with all state, federal, and local laws; MDHS policies and procedures, as now existing or as may be modified; any MDHS Quality Assurance Program; and any audit process that requires participation. No statement within Invitation for Bids No. 3160003470 or this contract shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.
 - 3.2 Provide qualified personnel to perform dental examinations for students admitted to Oakley Youth Development Center (OYDC) in Raymond, MS on an as needed basis. The Dentist shall be fully credentialed with a current Mississippi license in good standing and the **Dental Hygienist** shall be x-ray certified.
 - 3.3 Any dental services performed which incur laboratory cost shall be approved by MDHS prior to the services being rendered. Contractor will not be responsible for laboratory costs.
 - 3.4 Provide qualified personnel to perform dental assisting services, i.e., disinfect dental operatory before and between patient visits, sterilize instruments, take and develop radiographs, assist dentist chair side during patient care, assist with filing and record keeping of dental records, assist dentist with inventory control on an as needed basis.
 - 3.5 Provide dental services, including but not limited to dental examinations, determination of dental work to be done, preventative dental care and emergency dental care at OYDC.
 - 3.6 Provide on-call coverage for dental services after hours, weekends, and/or any hours not scheduled for on-site services on an as needed basis.
 - 3.7 Determine dental work to be performed during the student's commitment.
 - 3.8 Provide routine preventative dental care and emergency dental services on an as needed basis. Students may be referred for Oral Surgery, Endodontics and Periodontics in extreme cases.
 - 3.9 Document all dental services provided, treatment plans, and any other related information in patient's chart. All documentation shall be legibly transcribed.
 - 3.10 Provide a registered dental hygienist two (2) days per week during the hours that the dentist is present on an as needed basis up to 1040 hours.

- 3.11 Contractor shall have a **registered Dental Hygienist** or nurse present at all times when providing dental care to the students at OYDC.
- 3.12 Schedule all on-site services with the OYDC Health Services Coordinator (Nurse Chief). On-site services should be provided at an estimated two (2) days per week during regular business hours (8AM – 5PM, CT).
- 3.13 Contractor shall sign in and out to document number of clinic hours at OYDC. Documentation of services outside the campus will be provided in writing to the OYDC Health Services Coordinator (Nurse Chief).
- 3.14 Prior to contract start date, provide MDHS with proof of staff credentials for Contractor personnel assigned to provide services at OYDC. Proof of staff credentials should be provided to OYDC Health Services coordinator (Nurse Chief). Upon any changes to personnel assigned to provide services at OYDC, provide MDHS with proof of credentials for newly assigned individuals to OYDC Health Services Coordinator.
- 3.15 The OYDC Health Services Coordinator (Nurse Chief) shall coordinate and monitor medical services provided by the Contractor.
- 3.16 All invoices shall be emailed to invoices@mdhs.ms.gov.

4. Period of Performance. The period of performance of services under this Contract shall begin on September 1, 2020 and end on August 31, 2021. The contract may be renewed at the discretion of MDHS upon written notice to contractor at least thirty (30) days prior to each contract anniversary date for a period of two (2) successive two-year periods under the same terms and conditions as in the original contract and according to pricing in Alternative Staffing Proposal provided in Contractor’s response to IFB 3160003470, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4) or extend past August 31, 2025.

5. Consideration and Method of Payment.

a. As consideration of all services and performances under this Contract, Contractor shall be paid a fee not to exceed Two Hundred Ten Thousand, One Hundred Fifty-Three Dollars and Zero Cents (\$210,153.00). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Two Hundred Ten Thousand, One Hundred Fifty-Three Dollars and Zero Cents (\$210,153.00). Please see Attachment A.

b. The Contractor will bill MDHS for its services. Following the satisfactory completion of its services, as determined by MDHS, the State requires the Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

6. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

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

8. **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDHS, the MDHS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination

9. **Compliance with Laws.** Contractor understands that the MDHS 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. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDHS 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 MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

11. **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. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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 after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. 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; or
- 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.

12. Insurance. Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence; and fidelity bond insurance with minimum limits of \$1,000,000.00. All comprehensive general liability, professional liability and fidelity bond insurance will provide coverage to the State of Mississippi as an additional insured. The MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement and upon request by MDHS at any time during the contract period. Such certificate shall contain provisions that coverage afforded under the policies shall not be cancelled, terminated, or materially altered until at least thirty (30) days prior notice has been given to the MDHS. Cancellation of the above mentioned referenced insurance shall be grounds for termination of this contract. Failure on the part of the Contractor to procure or maintain the required insurance and provide proof thereof to MDHS shall constitute a material breach of the contract upon which the MDHS may immediately terminate this Contract.

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

14. 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>.

15. 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.

16. 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*.

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

18. Stop Work Order.

a. Order to Stop Work: The Chief Procurement Officer, 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 contract. This order shall be for a specified period not exceeding 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, the Chief Procurement Officer shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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 Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. 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 contract; and,
- ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief 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.

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.

19. Termination for Convenience.

a. *Termination.* The MDHS Executive Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The MDHS Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDHS Executive Director or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

20. Termination for Default.

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MDHS Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MDHS Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MDHS Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDHS Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDHS Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDHS Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDHS Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

21. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDHS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

22. 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.

23. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23- 1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information 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.

24. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon the 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 the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

25. 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 the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.

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

27. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the

Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDHS shall not be liable to the Contractor for disclosure of information required by court order or required by law.

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

29. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- (5) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

32. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.

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

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

35. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the MDHS a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

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

be in its best interest to terminate the agreement.

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

38. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’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 the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

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

40. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of

Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDHS shall result in the immediate termination of this agreement.

41. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

42. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

43. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

44. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDHS:	For the Contractor:
Robert G. Anderson, Executive Director	José López, Vice President of Corrections
MDHS	Mid America Health, Inc.
Post Office Box 352	1499 Windhorst Way, Suite 100
Jackson, MS 39205	Greenwood, Indiana 46143

45. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

46. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDHS and agreed to by Contractor.

47. Ownership of Documents and Work Papers. MDHS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection

with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDHS and subject to any copyright protections.

48. Priority. The contract consists of this agreement with exhibits **and any amendments thereafter**, the Invitation for Bids No. 3160003470 (hereinafter referred to as IFB), and the response bid by Mid America Health, Inc., dated April 9, 2020 (hereinafter referred to as Bid). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or IFB or Bid shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

49. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDHS.

50. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor'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 Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-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.

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

52. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the MDHS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDHS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription,

and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

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

54. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

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

56. Third Party Action Notification. Contractor shall give the customer 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.

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

58. 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.

59. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of Youth Services. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee of a dispute hereunder, the Contractor shall proceed in accordance with the decision of the Director of Youth Services.

In a review before the Executive Director or designee, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

60. Contract Management. If Contractor fails to adhere to the Dental Services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, MDHS will inform Contractor, and Contractor shall complete corrective action within twenty-four (24) hours. No payments shall be made to Contractor until all deficiencies have been corrected. If Contractor exhibits a pattern of non-performance, as shown by repeated deficiencies, MDHS may terminate the Contract without further obligation to the Contractor. See Attachment B, Dental Services Contract Discrepancy Report.

For the faithful performance of the terms of this Contract, the parties hereto have caused this Contract to be executed by their undersigned authorized representatives.

Mississippi Department of Human Services

Mid America Health, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Robert G. Anderson

Printed Name: José López

Title: Executive Director

Title: Vice President of Corrections

Date: _____

Date: _____

ATTACHMENT A

Original Year (9/1/2020 - 8/31/2021)		
Specified Category of Service	Hourly Rate	Hours
Dentist Services	\$137.40	1040
Registered Dental Hygienist Service	\$64.67	1040
Total Amt. Original Year Not to Exceed:		\$210,153.00

Optional Renewal Term 1 (9/1/2021 - 8/31/2023)		
Specified Category of Service	Hourly Rate	Hours
Dentist Services	\$142.89	1040
Registered Dental Hygienist Service	\$67.25	1040
Total Amt. Per Year for Renewal Term 1 Not to Exceed:		\$218,551.00
Total Amt. for Renewal Term 1 (2 yr period) Not to Exceed:		\$437,102.00

Optional Renewal Term 2 (9/1/2023 - 8/31/2025)		
Specified Category of Service	Hourly Rate	Hours
Dentist Services	\$148.61	1040
Registered Dental Hygienist Service	\$69.94	1040
Total Amt. Per Year for Renewal Term 2 Not to Exceed:		\$227,294.00
Total Amt. for Renewal Term 2 (2 yr period) Not to Exceed:		\$454,588.00

ATTACHMENT B
DENTAL SERVICES CONTRACT DISCREPANCY REPORT

Dental Services located at: _____

_____.

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary). _____

_____.

Name: _____ Signature: _____ Date: _____

Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence: (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary). _____

_____.

Name: _____ Signature: _____ Date: _____

MDHS Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary). _____

_____.

Name: _____ Signature: _____ Date: _____

DEBRIEFING AND PROTEST INFORMATION



PROTEST AND DEBRIEFING NOTICE

May 5, 2020

Procurement Type and Number	Invitation for Bids (IFB) No. 3160003470
Procurement Title	Dental Services
Contract Number	8200051076


No protest was submitted in writing within seven (7) calendar days of the solicitation posting or of the notice of intent to award the contract. Therefore, I certify that adequate time to protest has been given to all prospective contractors and that no protest or potential protests are known to the agency or any agency employees.

Additionally, no post-award vendor debriefing requests were received within three (3) business days of notification of the contract award nor were any post-award vendor debriefings held by the agency.

Should additional information be needed, please contact Bryan C. Wardlaw, Chief Procurement Officer at (601) 359-4500.

We appreciate your time and consideration regarding this matter.

Sincerely,

DocuSigned by:

074E28DE44264B8...

Robert G. Anderson, Executive Director
Mississippi Department of Human Services
P.O. Box 352
Jackson, Mississippi 39205

AGENCY CORRESPONDENCE WITH VENDORS

- A. AWARD NOTIFICATION**
- B. WINNING NOTIFICATION(S)**

Information regarding IFB 3160003470

Waustella King <Waustella.King@mdhs.ms.gov>

Thu 4/23/2020 4:35 PM

To: Lopez, Jose <Jlopez@mahweb.com>

Cc: Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>

 2 attachments (237 KB)

Denta Services - Notice of Intent to Award.pdf; Dental Services - Award Letter.pdf;

Please see attached.

Thanks,
Stella



[Waustella King](#) |

Mississippi Department of Human Services

601-359-4726

www.mdhs.ms.gov





STATE OF MISSISSIPPI
Tate Reeves, Governor
DEPARTMENT OF HUMAN SERVICES
Robert G. Anderson
Executive Director

April 23, 2020

Mr. Jose Lopez
Mid America Health, Inc.
1499 Windhorst Way, Suite 100
Greenwood, IN 46143

Dear Mr. Lopez,

Thank you for your recent response to Invitation for Bids (IFB) No. 3160003470 for Dental Services, issued by the Mississippi Department of Human Services (MDHS). Your response has been selected for award utilizing the Alternative Staffing Proposal option. **This letter serves only as notification of the MDHS' intent to award a contract.** Services for the period of September 1, 2020, through August 31, 2021, may not begin until the Contract has been approved by the Executive Director of MDHS. Any expenses incurred prior to the signed contract will not be reimbursed by MDHS.

Additionally, in accordance with the Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations:

Section 7-113.01 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

In order to request a debriefing, please utilize the attached debriefing request letter template. If the template does not apply, please proceed with a public records request to Mr. Danny Blanton at Danny.Blanton@mdhs.ms.gov.


A debriefing shall be requested to obtain information about response performance against solicitation specifications and evaluation criteria. **A debriefing is not a debate or defense of the Agency's award decision or evaluation results.**

Award Letter (IFB No. 3160003470)
April 23, 2020
Page 2

You will be contacted by appropriate personnel regarding the next phase. If you have questions, please contact Bryan C. Wardlaw, Chief Procurement Officer, via phone at (601) 359-4388 or email at Bryan.Wardlaw@mdhs.ms.gov.

Sincerely,

DocuSigned by:


074E28DE44264B81
Robert G. Anderson
Executive Director

RGA:bcw

Attachments – Debriefing Request Letter Template
PPRB OPSCR Rules and Regulations §7-113.03 and §7-113.04

Award Letter (IFB No. 3160003470)
April 23, 2020
Page 3

[Date]

[Procurement Officer/Contract Representative Name]
[Address]
[Contact Info]
Reference: IFB No.
Formal Post-Award Debriefing Request Letter

Dear [Mr./Ms./Dr.] [Procurement Officer/Contract Representative Name]:

Following award of the contract related to IFB No. _____, we hereby respectfully request that you provide us with a debriefing in accordance with Section 7-113, *Post-Award Vendor Debriefing* in the Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations.

This post award debriefing is requested within the requisite three (3) business days following the award notice dated from (...) in accordance with Section 7-113.01 *Debriefing Request* in the PPRB OPSCR Rules and Regulations.

Our intended purpose of requesting a debriefing meeting is to improve for future solicitations by gathering information about our proposal performance against solicitation specifications and evaluation criteria. We have attached questions we would like you to answer. Furthermore, please schedule a debriefing date, but conducted within three (3) business days, at your convenience in accordance with Section 7-113.02, *When Debriefing Should Be Conducted* in the PPRB OPSCR Rules and Regulations. _____ Esq., [address, telephone number] will attend the debriefing. (**Indicate attorney's name, only if he/she will attend debriefing**)

Please formally acknowledge receipt of this post-award debriefing request letter via email at _____.

Sincerely,

[Signature]

[Vendor Name]
[Address]

[Contact Info including Email Address]

Award Letter (IFB No. 3160003470)
April 23, 2020
Page 4

PPRB OPSCR Rules and Regulations §7-113.03 and §7-113.04

7-113.03 Information to Be Provided

At a minimum, the debriefing information shall include the following:

- (1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, proposal, or qualifications, if applicable;
- (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) A summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

7-113.04 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 and 75-26-19.



NOTICE OF INTENT TO AWARD

April 23, 2020

Procurement Type and Number	Invitation for Bids (IFB) No. 3160003470
Procurement Title	Dental Services
Opening Date and Time	April 9, 2020, 9:30 AM, CT

The following vendor submitted a response to the above solicitation:

- Mid-America Health, Inc., Greenwood, Indiana

The Response was evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendor upon approval by the Public Procurement Review Board:

- Mid-America Health, Inc., Greenwood, Indiana

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to contact the Director of MDHS by e-mail submission to Bryan C. Wardlaw (Bryan.Wardlaw@mdhs.ms.gov), Chief Procurement Officer, if you would like to request a post-award vendor debriefing where we can share with you any applicable information about **your response** including significant weaknesses or deficiencies, technical ratings, and overall ranking specific to **your company's response**. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification prior to the scheduled meeting so that we can also have legal representation present. Your request for debriefing must be received within three (3) business days after the issuance of this notice or no later than April 29, 2020, 5:00 PM, CT.

Vendors are reminded that any protests of this decision must be submitted to Bryan C. Wardlaw, Chief Procurement Officer, within seven (7) calendar days after the issuance of this notice or no later than April 30, 2020, 1:00 PM, CT. The protest must be in writing, identify the name and address of the protestor, provide appropriate identification of the procurement and resulting

contract number (if known), and detail the nature of the protest, including available supporting exhibits, evidence, or documents to substantiate any claims.

The successful vendor is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

We appreciate your interest in doing business with the State of Mississippi.

Sincerely,

DocuSigned by:
Bryan C. Wardlaw
D4D3EBBD584D45F...

Bryan C. Wardlaw, Chief Procurement Officer
Mississippi Department of Human Services
200 South Lamar Street
Jackson, Mississippi 39201
Phone: (601) 359-4500

MISSISSIPPI SUPPLIERS (VENDORS)

TRANSPARENCY MS

BUYING FOR MISSISSIPPI

Procurement Opportunity And Public Notification Search

Search for Bid Opportunities and Public Notifications (Sole Source, Intent to Award, and Protective Order Request) using **Keyword** or **Advanced Search Options**. State Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

[ADVANCED SEARCH OPTIONS](#)

Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	
MS DEPT OF HUMAN SERVICES	1651-20-R-IFBD-00007-V02	3160003470	Major Procurement PERSONNEL SERVICES NON-IT The Mississippi Department of Human Services (MDHS) will acc... Attachment - Amend 1 IFB 3160003470 Dental Services Attachment - IFB 3160003470 Dental Services Attachment - Notice of Intent to Award for IFB No. 3160003470	Closed	03/09/2020	04/09/2020	04/09/2020	View Contact

[Back to top](#)



NOTICE OF INTENT TO AWARD

April 23, 2020

Procurement Type and Number	Invitation for Bids (IFB) No. 3160003470
Procurement Title	Dental Services
Opening Date and Time	April 9, 2020, 9:30 AM, CT

The following vendor submitted a response to the above solicitation:

- Mid-America Health, Inc., Greenwood, Indiana

Re: IFB 3160003470 Dental Services for Oakley Youth Development Center

Vanessa Lowe <Vanessa.Lowe@mdhs.ms.gov>

Thu 4/23/2020 7:20 PM

To: Waustella King <Waustella.King@mdhs.ms.gov>; Morgan Stewart <Morgan.Stewart@mdhs.ms.gov>**Cc:** Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>

Your request has been completed.

From: Waustella King <Waustella.King@mdhs.ms.gov>**Sent:** Thursday, April 23, 2020 3:33 PM**To:** Vanessa Lowe <Vanessa.Lowe@mdhs.ms.gov>; Morgan Stewart <Morgan.Stewart@mdhs.ms.gov>**Cc:** Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>**Subject:** Re: IFB 3160003470 Dental Services for Oakley Youth Development Center

Can you please let me know when this is post?

Thanks,
stella

From: Waustella King <Waustella.King@mdhs.ms.gov>**Sent:** Thursday, April 23, 2020 9:32 AM**To:** Vanessa Lowe <Vanessa.Lowe@mdhs.ms.gov>; Morgan Stewart <Morgan.Stewart@mdhs.ms.gov>**Cc:** Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>**Subject:** Re: IFB 3160003470 Dental Services for Oakley Youth Development Center*Correction**Good morning Vanessa/Morgan**Please post the above attachment to the MDHS website on the Business Opportunities page **around 4:30 today:****From Bus. Opportunities page, use the following path: "Service Solicitations" -> "Notice of Award":*

- *Notice of Award - IFB No. 3160003470 - Dental Services for Oakley Youth Development Center*

*Thanks,
Stella*

From: Waustella King**Sent:** Thursday, April 23, 2020 9:19 AM**To:** Vanessa Lowe <Vanessa.Lowe@mdhs.ms.gov>; Morgan Stewart <Morgan.Stewart@mdhs.ms.gov>**Cc:** Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>**Subject:** IFB 3160003470 Dental Services for Oakley Youth Development Center*Good morning Vanessa/Morgan*

*Please post the above attachment to the MDHS website on the Business Opportunities page **around 4:30 today:***

From Bus. Opportunities page, use the following path: "Service Solicitations" -> "Notice of Award":

- *Notice of Award - IFB No. 3160003470 - Dental Services Services for Oakley Youth Development Center*

*Thanks,
Stella*



- Notice of Award – IFB No. 3160003470 – Dental Services for Oakley Youth Development Center
- Notice of Award – QR No. 20200317 -Consulting Services for Human Resources
- Notice of Award – QR No. 20200306 -Digital Billboard Advertisement Services
- Notice of Award – IFB No. 3160003159 – Language Line Services
- Notice of Award – IFB No. 3160003112 – Education Consulting Services for Oakley Youth Development Center
- Notice of Award – QR No. 20190729ATSOYDC Academic Tutoring Services for Oakley Youth Development Center
- Notice of Award – QR No. 20190529CSDEA Consulting Services for the Division of Economic Assistance
- Notice of Award – QR No. 20190508 – TANF Drug Testing
- Notice of Award & Amended Timeline-IFB 3160002708 Education Consulting Services for OYDC
- Notice of Award – IFB3160002720 Genetic Testing for Paternity Services
- Notice of Award – IFB No. 3160003145 – Employee Assistance Program (EAP) Services
- Notice of Award & Amended Timeline IFB3160002710 Consulting Services OYDC
- Notice of Award & Amended Schedule – RFP No. 20190312 SWD Solid Waste Disposal

Search ... 🔍

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> Child Support

> Community Services

> Early Childhood Care & Development

> Economic Assistance

> Workforce Development

> Youth Services

> SERVICES

DocuSign Envelope ID: 4D3FB20C-EC4F-4422-8F6B-58B69C67BF10

DocuSign Envelope ID: 4763498E-1A88-46DC-A4DA-F0CB174703D4



NOTICE OF INTENT TO AWARD

April 23, 2020

Procurement Type and Number	Invitation for Bids (IFB) No. 3160003470
Procurement Title	Dental Services
Opening Date and Time	April 9, 2020, 9:30 AM, CT

The following vendor submitted a response to the above solicitation:

- Mid-America Health, Inc., Greenwood, Indiana

The Response was evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendor upon approval by the Public Procurement Review Board:

- Mid-America Health, Inc., Greenwood, Indiana

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to contact the Director of MDHS by e-mail submission to Bryan C. Wardlaw (Bryan.Wardlaw@mdhs.ms.gov), Chief Procurement Officer, if you would like to request a post-award vendor debriefing where we can share with you any applicable information about **your response** including significant weaknesses or deficiencies, technical ratings, and overall ranking specific to **your company's response**. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification prior to the scheduled meeting so that we can also have legal representation present. Your request for debriefing must be received within three (3) business days after the issuance of this notice or no later than April 29, 2020, 5:00 PM, CT.

EVALUATION SHEETS & REFERENCE SCORE SHEETS



EVALUATION TOOL
Invitation for Bid # 3160003470 Dental Services

Respondent Name/Organization: MID AMERICA HEALTH, INC.

Name & Title of Evaluator: Jennifer Austin, Program Admsor., SR

STEP 1: Indicate YES or NO for each criterion. **Any** incomplete or missing information shall receive a “NO” response.

Criteria:	YES	NO
1. Bidder has been in business and provided dental services similar in requirements and scale for a minimum of two (2) years.	X	
2. Bidder met minimum score on Reference Score Sheet.	X	
3. Completed and signed Bid Cover Sheet.	X*	
4. Completed and signed Bid Form.	X	
5. Completed References.	X	
6. Completed Proprietary Form.	X	
7. Completed Debarment Form.	X	
8. Bidder submitted the original, one copy & PDF on USB of bid package.	X	
9. Bid was labeled as identified on Attachment A.	X	
10. Completed and signed Amendment No. 1	X	
11. Certifications & licenses required in specifications.	X	

Comments:

*3- Signature is on original
 4- Included pricing sheet “Schedule to Attachment B” and Alternative Staffing Proposal with pricing sheet.

STEP 2: List Bid Amount(s).

Bid Amount for Initial Contract Term: \$ See Pricing Sheet & Bid Form

Bid Amount for Total Contract Term (if optional renewals): \$ _____

DocuSigned by:

 Evaluator

4/14/2020

 Date

DocuSigned by:

 Chief Procurement Officer/Staff Attorney

4/14/2020

 Date



EVALUATION TOOL
Invitation for Bid # 3160003470 Dental Services

Respondent Name/Organization: Jose Lopez/Mid America Health, Inc.

Name & Title of Evaluator: Waustella King, Contract Analyst SR

STEP 1: Indicate YES or NO for each criterion. **Any** incomplete or missing information shall receive a “NO” response.

Criteria:	YES	NO
1. Bidder has been in business and provided dental services similar in requirements and scale for a minimum of two (2) years.	X	
2. Bidder met minimum score on Reference Score Sheet.	X	
3. Completed and signed Bid Cover Sheet.	X	
4. Completed and signed Bid Form.	X	
5. Completed References.	X	
6. Completed Proprietary Form.	X	
7. Completed Debarment Form.	X	
8. Bidder submitted the original, one copy & PDF on USB of bid package.	X	
9. Bid was labeled as identified on Attachment A.	X	
10. Completed and signed Amendment No. 1	X	
11. Certifications & licenses required in specifications.	X	

Comments:

3. Signature is on original

STEP 2: List Bid Amount(s).

Bid Amount for Initial Contract Term: \$ _____

Bid Amount for Total Contract Term (if optional renewals): \$ _____

DocuSigned by:

2A8454EF8E1D4B6...
 Evaluator

4/13/2020

 Date

DocuSigned by:

D4D3EBB5D384D43F
 Chief Procurement Officer/Staff Attorney

4/14/2020

 Date

**ATTACHMENT D
REFERENCE SCORE SHEET**

****TO BE COMPLETED BY MDHS STAFF ONLY****

Name of Bidder: Mid America Health, Inc.

Reference Name: Rhode Island Department of Corrections

Person Contacted, Title/Position: Dr. Pauline Marcussen

Date/Time Contacted: April 9, 2020 at 11:35

Contacted By: Peyton Clark Position: Staff Attorney

Services From/To Dates: February 2019- Present

Questions	Response (Circle One)	
Able to provide Dental Services when requested?	<input checked="" type="radio"/> Yes	No
Satisfied with the services provided? If no, please explain.	<input checked="" type="radio"/> Yes	No
Vendor easy to work with when scheduling Dental Services?	<input checked="" type="radio"/> Yes	No
Were the Dental Services completed on time and within budget?	<input checked="" type="radio"/> Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/> .)	<input checked="" type="radio"/> Yes	No
Would you enter into a contract with them again?	<input checked="" type="radio"/> Yes	No
Would you recommend them?	<input checked="" type="radio"/> Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: 7

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	<input checked="" type="radio"/> No
---	-----	-------------------------------------

Notes:

**ATTACHMENT D
REFERENCE SCORE SHEET**

****TO BE COMPLETED BY MDHS STAFF ONLY****

Name of Bidder: Mid America Health, Inc.

Reference Name: Wexford Health Sources, Inc. – Alabama Department of Corrections

Person Contacted, Title/Position: Ken Dover, Vice President of Operations – Alabama

Date/Time Contacted: April 9, 2020

Contacted By: Peyton Clark Position: Staff Attorney

Services From/To Dates: April 1, 2018- Present

Questions	Response (Circle One)	
	Yes	No
Able to provide Dental Services when requested?	<input checked="" type="checkbox"/>	No
Satisfied with the services provided? If no, please explain.	<input checked="" type="checkbox"/>	No
Vendor easy to work with when scheduling Dental Services?	<input checked="" type="checkbox"/>	No
Were the Dental Services completed on time and within budget?	<input checked="" type="checkbox"/>	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here <input checked="" type="checkbox"/> .)	<input checked="" type="checkbox"/>	No
Would you enter into a contract with them again?	<input checked="" type="checkbox"/>	No
Would you recommend them?	<input checked="" type="checkbox"/>	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: 7

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	<input checked="" type="checkbox"/>
---	-----	-------------------------------------

Notes:

WINNING RESPONSE (COMPLETE)

MID AMERICA HEALTH, INC.
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MID AMERICA HEALTH
AMERICA'S HEALTH CARE PARTNER

April 9, 2020

Waustella King
Mississippi Department of Human Services
200 South Lamar Street
Jackson, MS 39201

Re: Dental Services: IFB No. 3160003470

Dear Ms. King:

Mid America Health, Inc. is pleased to enclose its response to your Department's above-referenced invitation. Our organization is excited about the prospects of continuing to work in the Oakley Youth Development Center in Raymond, Mississippi as described within the Invitation for Bids.

The principal Mid America Health contact for issues associated with this proposal is:

José López, Vice President Corrections
Mid America Health, Inc.
1499 Windhorst Way, Suite 100
Greenwood, Indiana 46143
Telephone: 888-309-8239, ext. 2056
Facsimile: 317-972-7969
E-Mail: jlopez@mahweb.com

Mid America Health and its dedicated staff promise to accomplish the goals described in this IFB with professionalism and enthusiasm.

We look forward to continuing to work with the Mississippi Department of Human Services and its professional staff.

Sincerely,

MID AMERICA HEALTH, INC.

José López
Vice President Corrections



**STATE OF MISSISSIPPI
MS DEPT OF HUMAN SERVICES
Invitation for Bid**

RESPONSES REQUIRED BY:

Submission Date : 04/09/2020
Submission Time : 10:00:00 EST

RESPONSES OPENED ON:

Opening Date : 00/00/0000
Opening Time : 10:30:00 EST

**VENDOR NO:
VENDOR NAME & ADDRESS:**

(To be completed by Vendor)

Mid America Health, Inc. 1499
Windhorst Way, Suite 100
Greenwood, IN 46143

SUBMIT NON-ELECTRONIC RESPONSE:

TO :
750 NORTH STATE STREET
JACKSON MS 39202
US

RFx number : 3160003470
Smart number : 1651-20-R-IFBD-00007
Buyer : Wendy Wilson
Buyer Phone : (601) 769-3045
Email : WENDY.WILSON@MDHS.MS.GOV

DELIVERY POINT

NOTICE TO VENDOR:

The Mississippi Department of Human Services (MDHS) will accept sealed bids during the business hours of 8:00 AM – 5:00 PM (Central Time) until Thursday, April 9, 2020, 9:00 AM (Central Time) at 200 South Lamar Street, Jackson, Mississippi 39201, for Dental Services, IFB No. (RFx) 3160003470. Bid opening will be Thursday, April 9, 2020, at 9:30 AM (Central Time). Detailed specifications may be obtained by accessing www.mdhs.ms.gov or contacting Waustella King at Waustella.King@mdhs.ms.gov or (601) 359-4500.

Vendor Telephone Number	Title	Date
888-309-8239, ext. 2056	VP Corrections	04/09/2020
(Typed or printed) Name of Bidder	Signature of Authorized Bidder	
Jose Lopez		

RFx number : 3160003470 Submission Date : 04/09/2020 Time : 10:00:00 EST
Smart number : 1651-20-R-IFBD-00007 Opening Date : 00/00/0000 Time : 10:30:00 EST

Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 94828 Dental Services		1.000	AU

**ATTACHMENT A
BID COVER SHEET**

The Mississippi Department of Human Services (hereinafter "MDHS," "Agency," or "State") is soliciting bids from qualified bidders to provide Dental Services for MDHS. The vendor will perform services as outlined in IFB No. 3160003470.

PLEASE MARK YOUR ENVELOPE:

**Dental Services
IFB No. 3160003470
Opening: April 9, 2020, 9:30 AM, CT
Mississippi Department of Human Services
Division of Budgets & Accounting
Attention: Waustella King
200 South Lamar Street
Jackson, Mississippi 39201
SEALED BID—DO NOT OPEN**

Name of Company: Mid America Health, Inc.

Quoted By: Jose Lopez

Signature: 

Address: 1499 Windhorst Way, Suite 100

City/State/Zip Code: Greenwood, IN 46143

Company Representative: Jose Lopez

Telephone: 888-309-8239, ext. 2056

Fax: 317-972-7696

E-Mail: jlopez@mahweb.com

FEIN/EIN # (if company, corporation, or partnership):	35-1681811
SSN (if individual):	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? 1986

How many years and/or months has your company been in the business of performing the services called for in this IFB? 33 years 10 months

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. Physical location, mailing address and principal place of business: 1499 Windhorst Way, Suite 100, Greenwood, IN 46143

If your company is not physically located in Mississippi, how will you supply Dental Services to in Mississippi? MAH's dental staff professionals are physically located in Mississippi.
These professionals are overseen by the management in the home office.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. No.

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. All MAH dentists and hygienists are properly licensed with the Mississippi State Board of Dental Examiners. Current MAH OYDC Dr. Keith Bishop MS License # 3288-04. Current OYDC RDH MS License # 3642-07DH. MAH is also registered as an entity with the Mississippi Secretary of State with Business ID 882981.

For how many customers has your company provided Dental Services in the past two (2) years? Five (5) statewide correctional systems, 70 prison facilities, 66 county jails and juvenile facilities, 200 schools and 250 skilled nursing facilities.

Is your company licensed and/or certified to perform Dental Services as required by any and all applicable federal and state law(s)? Yes.

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. MAH has been providing dental healthcare in correctional institutions for more than 33 years. Please see Tabs 8, 9, 10 and 11 for a detailed description of MAH's experience and history and the qualifications of its staff.

This form is for year one (1) only. Please see attached schedule in this section for pricing in renewal terms.

**ATTACHMENT B
BID FORM FOR DENTAL SERVICES**

Company	Company Representative	Telephone
Mid America Health, Inc.	Jose Lopez	888-309-8239, ext. 2056

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional licenses, permits, fees, etc. (if any)

Pricing Structure: All pricing for Dental Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

DENTAL SERVICES			
Category	Hourly Rate	Annual No. Of Hours	Amount
Dentist	\$ <u>137.40</u>	1,040	\$ <u>142,893</u>
Registered Dental Hygienist Services	\$ <u>64.67</u>	1,040	\$ <u>67,252</u>
Dental Assistant Service	\$ <u>29.10</u>	1,040	\$ <u>30,261</u>
TOTAL YEARLY AMOUNT:			\$ <u>240,406</u>

**Year 1
Only**

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.

7. That the company can and will meet all required laws, regulations, and/or procedures related to Dental Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **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 bid offered.
10. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor **has** has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
11. **REPRESENTATION REGARDING CONTINGENT FEES** - The Contractor represents that it **has** has not (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
12. **REPRESENTATION REGARDING GRATUITIES** - The bidder, offeror, or 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*.

Signature: _____ Date: 04/09/2020

Name: Jose Lopez Title: Vice President Corrections

Company Name: Mid America Health, Inc.

Note: Please be sure to circle the applicable word or words on numbers 10 (Prospective Contractor's Representation Regarding Contingent Fees) and 11 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as non-responsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.**

Schedule to Attachment B

Updated Annual Pricing Original Contract Renewals

Original Year/ Item No.	Specific Category of Service	Hourly Rate	Annual No. of Hours	Amount
Original Year (9/2020 - 8/2021)				
1.	Dentist Services	\$ 137.40	1,040	\$ 142,893
2.	Registered Dental Hygienist Service	\$ 64.67	1,040	\$ 67,252
3.	Dental Assistant Service	\$ 29.10	1,040	\$ 30,261
Total Amount Original Year				\$ 240,406
Renewal Term 1 (9/2021 - 8/2023)				
1.	Dentist Services	\$ 142.89	1,040	\$ 148,609
2.	Registered Dental Hygienist Service	\$ 67.25	1,040	\$ 69,942
3.	Dental Assistant Service	\$ 30.26	1,040	\$ 31,471
Total Amount Renewal Term 1				\$ 250,022
Renewal Term 2 (9/2023 - 8/2025)				
1.	Dentist Services	\$ 148.61	1,040	\$ 154,554
2.	Registered Dental Hygienist Service	\$ 69.94	1,040	\$ 72,740
3.	Dental Assistant Service	\$ 31.47	1,040	\$ 32,730
Total Amount Renewal Term 2				\$ 260,024

ALTERNATIVE STAFFING PROPOSAL

Please see Tab 14 of this Proposal for a full explanation of the Alternative Staffing Proposal.

This form is for year one (1) only. Please see attached schedule in this section for pricing in renewal terms.

**ATTACHMENT B
BID FORM FOR DENTAL SERVICES**

Company	Company Representative	Telephone
Mid America Health, Inc.	Jose Lopez	888-309-8239, ext. 2056

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional licenses, permits, fees, etc. (if any)

Pricing Structure: All pricing for Dental Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

DENTAL SERVICES			
Category	Hourly Rate	Annual No. Of Hours	Amount
Dentist	\$ <u>137.40</u>	1,040	\$ <u>142,893</u>
Registered Dental Hygienist Services	\$ <u>64.67</u>	1,040	\$ <u>67,252</u>
Dental Assistant Service	--	1,040	--
TOTAL YEARLY AMOUNT:			\$210,145

**ALT
Model
Year 1
Only**

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.

7. That the company can and will meet all required laws, regulations, and/or procedures related to Dental Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **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 bid offered.
10. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor **has** has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
11. **REPRESENTATION REGARDING CONTINGENT FEES** - The Contractor represents that it **has** has not (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
12. **REPRESENTATION REGARDING GRATUITIES** - The bidder, offeror, or 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*.

Signature: _____ Date: 04/09/2020

Name: Jose Lopez Title: Vice President Corrections

Company Name: Mid America Health, Inc.

Note: Please be sure to circle the applicable word or words on numbers 10 (Prospective Contractor's Representation Regarding Contingent Fees) and 11 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Schedule to Attachment B
ALTERNATIVE STAFFING PROPOSAL

Updated Annual Pricing Original Contract Renewals

Original Year/ Item No.	Specific Category of Service	Hourly Rate	Annual No. of Hours	Amount
Original Year (9/2020 - 8/2021)				
1.	Dentist Services	\$ 137.40	1,040	\$ 142,893
2.	Registered Dental Hygienist Service	\$ 64.67	1,040	\$ 67,252
Total Amount Original Year				\$ 210,145
Renewal Term 1 (9/2021 - 8/2023)				
1.	Dentist Services	\$ 142.89	1,040	\$ 148,609
2.	Registered Dental Hygienist Service	\$ 67.25	1,040	\$ 69,942
Total Amount Renewal Term 1				\$ 218,551
Renewal Term 2 (9/2023 - 8/2025)				
1.	Dentist Services	\$ 148.61	1,040	\$ 154,554
2.	Registered Dental Hygienist Service	\$ 69.94	1,040	\$ 72,740
Total Amount Renewal Term 2				\$ 227,294

ATTACHMENT C
REFERENCES

REFERENCE 1 *(Please see attached description of MAH's work with this vendor.)*

Name of Company: Ohio Department of Rehabilitation and Correction
Dates of Service: July 2005 – Present
Contact Person: Dr. Peter Huling, DRC/DYC Dental Director
Address: 4545 Fisher Rd., Suite D
City/State/Zip: Columbus, OH 43228
Telephone Number: 614-752-1697
Cell Number: Not available
E-mail: peter.huling@odrc.state.oh.us
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail:

REFERENCE 2 *(Please see attached description of MAH's work with this vendor.)*

Name of Company: Wexford Health Sources, Inc. – Alabama Department of Corrections
Dates of Service: April 2018 - Present
Contact Person: Ken Dover, Vice President of Operations – Alabama
Address: 85 Spectrum Cove
City/State/Zip: Alabaster, AL 35007
Telephone Number: 205-807-0595
Cell Number: 205-807-0595
E-mail: ken.dover@wexfordhealth.com
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail:

REFERENCE 3 *(Please see attached description of MAH's work with this vendor.)*

Name of Company: Rhode Island Department of Corrections
Dates of Service: February 2019 – Present
Contact Person: Dr. Pauline Marcussen, Administrator, Healthcare Services
Address: 18 Wilma Schesler Land
City/State/Zip: Cranston, RI 02920
Telephone Number: 401-462-3880
Cell Number: Not available
E-mail: pauline.marcussen@doc.ri.gov
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail:

REFERENCE 4 *(Please see attached description of MAH's work with this vendor.)*

Name of Company: South Carolina Department of Corrections
Dates of Service: November 2010 – Present
Contact Person: Dr. William Akerman, Director of Dental Services

Address: 4542 Broad River Road, Central Office Annex
City/State/Zip: Columbia, SC 29210
Telephone Number: 843-758-3712
Cell Number: 843-822-8890
E-mail: akerman.william@doc.sc.gov
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5 *(Please see attached description of MAH's work with this vendor.)*

Name of Company: San Diego County Sheriff's Department
Dates of Service: December 2010 - Present
Contact Person: Nancy Booth, Director of Nursing Services
Address: 5530 Overland Ave., Suite 370
City/State/Zip: San Diego, CA 92123
Telephone Number: 858-974-5964
Cell Number: 858-692-5598
E-mail: Nancy.Booth@sdsheriff.org
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 1

Ohio Department of Rehabilitation and Correction

MAH currently manages comprehensive dental healthcare services for twenty-eight (28) facilities within the Ohio Department of Rehabilitation and Correction (ODRC), providing services to nearly 45,000 offenders. Over 125 dental professionals (Dentists, Dental Hygienists and Dental Assistants) ensure that all dental services are provided within the contracted waiting periods. MAH provides comprehensive dental services: extractions (including oral surgery), fillings, dental prosthetics and prophylaxis/scalings. In addition, the dental staff initiates dental care on all dental emergencies within 24 hours. MAH's collaboration and partnership with the ODRC has improved the dental care rendered to its population by reducing waiting periods, increasing patient care and reducing the number of dental staff FTEs.

REFERENCE 2

Wexford Health Sources, Inc. – Alabama Department of Corrections

Currently, MAH is partnering with Wexford Health Sources to manage the comprehensive dental services to the Alabama Department of Corrections (ADOC). Over 50 dental professionals (Dentists, Dental Hygienists and Dental Assistants) serve approximately 25,000 offenders in 12 parent correctional facilities and 12 work releases/camps. MAH provides comprehensive dental services: extractions (including oral surgery), fillings, dental prosthetics and prophylaxis/scalings. In addition, the dental staff initiates dental care on all dental emergencies within 24 hours. Through its tenure in Alabama, MAH has revised the ADOC's dental services policies and procedures, created patient scheduling efficiencies, significantly reduced its dental services waiting periods and has attracted an excellent team of dental professionals.

REFERENCE 3

Rhode Island Department of Corrections

MAH currently manages comprehensive dental healthcare services to the jail and prison facilities (six [6] facilities) within the Rhode Island Department of Corrections (RIDOC) providing services to nearly 2,500 offenders. MAH's Dentists and Dental Hygienists work side-by-side with state Dental Assistants to ensure that all dental services are provided within the RIDOC Policies and Procedures. MAH provides comprehensive dental services: extractions (including oral surgery), fillings, dental prosthetics and prophylaxis/scalings. MAH has assisted in writing the dental policies, provides on-going in-service training to the dental staff and responds to sick call requests within 24 hours of receipt. Patient grievances have significantly decreased, proving MAH's commitment to making dental services a top priority.

REFERENCE 4

South Carolina Department of Corrections

MAH provides staffing and management services at twelve (12) correctional facilities within the South Carolina Department of Corrections (SCDOC), servicing over 16,000 offenders, representing over half of its correctional population. Seventeen (17) dental professionals (Dentists and Dental Assistants) ensure all dental services are provided within the parameters set by the SCDOC. MAH has successfully filled several difficult dental health care positions, assisting in resolving a staffing crisis while reducing the off-site referrals significantly.

REFERENCE 5

San Diego County Sheriff's Department, California

MAH provides comprehensive dental services at five (5) correctional dental clinics throughout San Diego County, California servicing over 5,500 offenders. MAH's excellent dental team has reduced the off-site referrals to an almost non-existent level, reducing the cost of dental delivery to San Diego County almost in half. MAH's IDDS (Integrated Dental Delivery Solution) has enhanced the dental program by allowing the county to track the delivery of dental services and increase its efficiency.

**ATTACHMENT E
PROPRIETARY INFORMATION FORM**

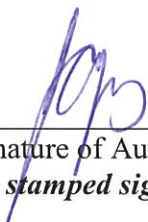
The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. If this is not applicable, please indicate with "N/A" below.

- 1.
- 2.
3. N/A
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

	Vice President Corrections	04/09/2020
Signature of Authorized Official/ Title <i>(No stamped signature)</i>		Date

**ATTACHMENT F
DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	Mid America Health, Inc.
Authorized Official's Name	Jose Lopez
DUNS Number	79-992-1697
Address	1499 Windhorst Way, Suite 100 Greenwood, IN 46143
Phone Number	888-309-8239, ext. 2056
Are you currently registered with www.sam.gov (Respond Yes or No)	Yes
Registration Status (Type Active or Inactive)	Active
Active Exclusions (Type Yes or No)	No

Federal Debarment Certification:


By signing below, I hereby certify that Mid America Health, Inc. is not on the list
(Subgrantee's Name/Contractor's Name)
for federal debarment on www.sam.gov –System for Award Management.

State of Mississippi Debarment Certification:

By signing below, I hereby certify that Mid America Health, Inc. is not on the list
(Subgrantee's Name/Contractor's Name)
for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDHS.



Signature of Authorized Official
(No stamped signature)

04/09/2020

Date

Executive Summary

Mid America Health, Inc. (MAH) has been providing dental healthcare to the corrections population since 1986. Currently, MAH has approximately 300 dental health professionals working in 12 states. MAH has partnered with the Mississippi Department of Human Services – Division of Youth Services (MDHS-DYS) since September 2010 in providing excellent dental services to the students at the Oakley Youth Development Center in Raymond, Mississippi.

MAH understands the unique needs and challenges in providing dental healthcare in the correctional environment. Over the last 33 years, MAH has grown to a national level by providing comprehensive dental services to state, county and local facilities and has effectively managed the dental services for numerous institutions of all sizes with varied scopes of work. Currently, MAH manages the dental healthcare of over 123,000 incarcerated men, women and juveniles at over 130 correctional facilities in 12 states. These institutional populations range from 20 to nearly 3,000 offenders per facility with all security levels. This depth of experience gives MAH the knowledge necessary to provide the facilities it serves with efficient high-quality operations and the patients with exceptional healthcare. Our many years of correctional dental experience have helped us learn and understand the unique requirements placed upon dental professionals in the correctional environment. Our clinic personnel readily accept the primacy of the need for custody/security concerns and understand the balance between custody and healthcare.

In addition, MAH currently provides portable dental services to over 60 county jails and juvenile facilities in five (5) states. MAH also provides portable dental services to educational facilities and nursing homes in six (6) states. Further, with MAH's extensive knowledge and experience, it has successfully established a full dental clinic inside a Regional Hospital providing community dental healthcare services to a population who may not otherwise receive dental services. MAH's provision of comprehensive and innovative dental healthcare services in these many unique settings has given it insight into how to better manage and enhance efficiencies in the delivery of dental healthcare for every patient under its care.

Currently, MAH manages, within all its Divisions, the delivery of dental care in more than 600 facilities. At each dental clinic managed by MAH, its professional staff provides all general dental services, including, but not limited to, urgent and preventative dental services.

MAH's number one resource is its dental professional staff. Our staff understands the security demands of each institution and the limits such demands — population counts, security, movement policies, etc. — place upon the daily operation of a correctional dental clinic. Our experience has taught us the importance of being both efficient and effective with the clinic operation time the institutional regimen affords the dental staff.

The MAH dental professional staff will perform all necessary general dental services for all students housed within the Oakley Youth Development Center as described within the Invitation for Bids in a timely manner. All dental services will be provided in compliance with National Commission for Correctional Health Care (NCCHC) and American Correctional Association

(ACA) standards, the MDHS-DYS guidelines, policies and protocols, all federal and state statutes, and state and county health authorities' regulations.

MAH understands that the key to continued positive clinical and administrative outcomes is derived from continual good communication at all levels of the MDHS-DYS. For this reason, MAH emphasizes good collaboration and teamwork with all multi-disciplinary aspects and administrative levels within the Oakley Youth Development Center.

Corporate Experience and Background

Mid America Health, Inc. (MAH) has been a nationwide leading provider of dental healthcare services for over 33 years and understands the needs of providing dental healthcare to a juvenile population.

MAH has been a partner with the Mississippi Department of Human Services – Division of Youth Services providing dental services at the Oakley Youth Development Center population since September 2010. In addition, MAH has vast experience providing dental services to adolescents in Kentucky and Ohio. Currently, MAH is responsible for the dental care of almost 400 juveniles in three (3) detention facilities in Ohio and over 300 youths at seven (7) Kentucky juvenile facilities. MAH also manages and provides portable on-site comprehensive dental care for approximately 9,000 students in 290 public schools in Indiana, Ohio, Georgia and Kentucky.

SCOPE OF SERVICES

2.2. Scope of Services

The Contractor shall be responsible for the following:

2.2.1 *Compliance with all state, federal, and local laws; MDHS policies and procedures, as now existing or as may be modified; any MDHS Quality Assurance Program; and any audit process that requires participation. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.*

Throughout all of its operations, MAH is familiar with and operates in compliance with all federal, state and local laws and regulations and National Commission on Correctional Health Care (NCCCHC) and American Correctional Association (ACA) standards. Further, as it does with all of its clients, MAH will adhere to all MDHS policies and procedures, any MDHS Quality Assurance Program and any audit process, which includes ensuring all employees are properly trained in such matters. MAH's dental professionals are highly trained professionals and always adhere to best commercial practices.

2.2.2 *Provide qualified personnel to perform dental examinations for students admitted to Oakley Youth Development Center (OYDC) in Raymond, MS on an as needed basis. The Dentist shall be fully credentialed with a current Mississippi license in good standing and the Dental Assistant shall be x-ray certified.*

MAH will provide high caliber professionals to perform services for students admitted to Oakley Youth Development Center (OYDC) in Raymond, Mississippi on an as needed basis. MAH will ensure all dentists and other dental staff are properly licensed or certified in good standing in the State of Mississippi. MAH's Dental Assistant will be x-ray certified. Additionally, MAH has a full-time Credentialing Coordinator and systems in place to provide for source verification of all credentials and references. MAH has a contract provider to perform background investigation including criminal history and drug screens with collection sites in Mississippi.

2.2.3 *Any dental services performed which incur laboratory cost shall be approved by MDHS prior to the services being rendered. Contractor will not be responsible for laboratory costs.*

MAH will make it a policy that no dental service that incurs laboratory costs shall be performed prior to being approved by MDHS.

2.2.4 *Provide qualified personnel to perform dental assisting services, i.e., disinfect dental operatory before and between patient visits, sterilize instruments, take and develop*

radiographs, assist dentist chair side during patient care, assist with filing and record keeping of dental records, assist dentist with inventory control on an as needed basis.

MAH will provide highly qualified dental assisting services on an as needed basis with proficiency in the full range of dental assisting skills such as disinfecting dental operatory before and between patient visits, sterilizing instruments, taking and developing radiographs, assisting dentist chair side during patient care, assisting with filing and record keeping of dental records and assisting dentist with inventory control .

- 2.2.5** *Provide dental services, including but not limited to dental examinations, determination of dental work to be done, preventative dental care and emergency dental care at OYDC.*

MAH has been providing clients top-notch dental services for over three (3) decades. MAH not only performs the services at the highest quality, but it does so the most efficiently, thereby allowing it to provide the services for the lowest cost. MAH will do the same for MDHS. MAH's services include, but are not limited to, oral exams, treatment planning, sealants, prophylaxis and emergency care.

- 2.2.6** *Provide on-call coverage for dental services after hours, weekends, and/or any hours not scheduled for on-site services on an as needed basis.*

MAH will have a dentist on call 24 hours a day. MAH will also assign a point of contact available 24 hours a day for the benefit of MDHS.

- 2.2.7** *Determine dental work to be performed during the student's commitment.*

MAH will provide all necessary dental treatment for each student during his/her stay at the Oakley Youth Development Center.

- 2.2.8** *Provide routine preventative dental care and emergency dental services on an as needed basis. Students may be referred for Oral Surgery, Endodontics and Periodontics in extreme cases.*

MAH will provide excellent dental professionals to provide preventive and emergency dental services to OYDC's students. MAH prides itself on its low referral rate but will refer out Oral Surgery, Endodontics and Periodontics procedures in the rare cases where it is necessary.

- 2.2.9** *Document all dental services provided, treatment plans, and any other related information in patient's chart. All documentation shall be legibly transcribed.*

MAH uses Integrated Dental Data Solution (IDDS) to record all information related to every patient encounter. IDDS is a sophisticated electronic database

that can track patient treatment data (e.g., exams, treatments, prescriptions and referrals) (**MAH Exhibit A**) and generate production reports for any time frame and in any format desired. MAH will give MDHS access to the IDDS information at all times.

2.2.10 *Provide a registered dental hygienist two (2) days per week during the hours that the dentist is present on an as needed basis up to 1040 hours.*

MAH will be pleased to provide Registered Dental Hygienists to provide hygiene services to the students at the OYDC two (2) days per week during the hours that the dentist is present on an as needed basis up to 1,040 hours.

2.2.11 *Independent Contractor shall have a dental assistance or nurse present at all times when providing dental care to the students at OYDC.*

MAH will have a Dental Assistant, Registered Dental Hygienist or Nurse present at all times when providing dental care to the students at OYDC.

2.2.12 *Schedule all on-site services with the OYDC Health Services Coordinator (Nurse Chief). On-site services should be provided at an estimated two (2) days per week during regular business hours (8AM – 5PM, CT).*

MAH will schedule all on-site services with the OYDC Health Services Coordinator (Nurse Chief) for an estimated two (2) days per week during normal business hours (8AM – 5PM CT).

2.2.13 *Contractor shall sign in and out to document number of clinic hours at OYDC. Documentation of services outside the campus will be provided in writing to the OYDC Health Services Coordinator (Nurse Chief).*

MAH providers will sign in and out at the OYDC clinic at every visit using Green Employee electronic timekeeping system. MAH will provide written documentation of services outside the campus to the OYDC Health Services Coordinator (Nurse Chief).

2.2.14 *Submit proof of staff credentials with bid and submit credentials of any new proposed staff prior to assigning to OYDC Health Services Coordinator (Nurse Chief).*

MAH is pleased to provide the credentials of the following individuals who are currently providing services at the OYDC and wish to continue to provide services under the new contract.

Dentist:	Dr. Keith Bishop, DDS
Registered Dental Hygienist:	Melissa Bryant, RDH
Registered Dental Hygienist:	Kim Catchings, RDH

MAH is also pleased to present the credentials for the following individual who wishes to provide services under the new contract:

Dental Assistant: Sharon Watson

Please see Tab 12 of this Proposal for copies of all of these individuals' resumes and credentials.

For future proposed staff, MAH will present proof of staff credentials to OYDC Health Services Coordinator (Nurse Chief) prior to assigning the staff to the OYDC.

2.2.15 The OYDC Health Services Coordinator (Nurse Chief) shall coordinate and monitor medical services provided by the Independent Contractor.

MAH places top priority on collaborating with the medical and administrative staff at each facility it services to ensure holistic medical care for each patient with a spirit of camaraderie. MAH will work closely with the OYDC Health Services Coordinator (Nurse Chief) in the coordination and provision of services to the OYDC students.

2.2.16 All invoices are to be emailed to invoices@mdhs.ms.gov.

MAH will email all invoices to invoices@mdhs.ms.gov.

Technical Proposal

Mid America Health, Inc. (MAH) brings to every client exceptional, timely and innovative on-site dental care and cost-effective staffing with detailed performance measurement statistical data while reducing overhead cost for our clients. MAH understands the dental needs of the population at the Oakley Youth Development Center (OYDC) and is ready to continue providing exceptional dental care to meet these needs and the objectives of the Mississippi Department of Health Services (MDHS) as outlined in the Invitation for Bids.

MAH proposes the following:

- MAH will provide all dental services in accordance with the Scope of Services as described in Section 2.2 of the IFB to provide Dental Services #3160003470 and as set forth in the Scope of Services Section of this response to the IFB.
- Each Dentist, Registered Dental Hygienist and Dental Assistant will provide dental services two (2) days per week on an as needed basis up to 1,040 hours per year.
- MAH will legibly document all dental services provided at the time of the patient's encounter, which includes identifying the oral health condition and specifying the priorities for treatment, by category. MAH will develop an individualized treatment for each patient receiving comprehensive dental care and legibly document such within the patient chart. MAH will record on a uniform dental record, utilizing a numeric system, all dental examinations, treatment plans and procedures. An MAH dental practitioner will sign all chart entries.
 - Currently, all treatments provided in the dental clinic, the number of patients seen, oral intake screenings, x-rays performed, prophylaxis (cleanings), the hours each dental professional provides, etc., are recorded in the Integrated Dental Data Solution (IDDS) electronic statistical database. This web-based database can generate custom trend reports and charts. All dental staff have login ability. The reports generated by IDDS are reviewed and analyzed by the MAH Operations Manager and Vice President Corrections (**MAH Exhibit A**).
- MAH will be in compliance with MDHS Quality Assurance programs.
 - MAH will utilize a "self-monitoring" Quality Assurance Program which ensures consistent quality. This program is recorded on a Quality Assurance Log on a monthly basis and will contain a list of items involving quality control, clinical functions and credential review. This log will be reviewed by the MAH Operations Manager and can be provided to MDHS as requested (**MAH Exhibit B**).
- MAH will be responsible for security tool control of dental equipment, tools and supplies. All counts will be recorded at a minimum of twice per day: at the beginning and end of the dental clinic.

- MAH will be responsible for on-going infection control procedures, sterilization of tools and equipment, documentation of autoclave performance and overall organization of the dental area.
 - MAH reviews the Sterilization Monitoring Services report on a monthly basis to ensure a positive result.
- MAH will cooperate with all NCCHC, ACA and MDHS's audit processes.
- MAH will provide patient education as needed and indicated regarding dental care, oral hygiene, patient-specific conditions and treatment plans. MAH will provide staff education as needed to include, but not limited to, triage of dental complaints and first response for emergency dental conditions.
- MAH will conduct dental examinations including x-rays and oral hygiene instruction according to MDHS policies.
- MAH will prioritize dental services in order to attend to urgent, emergency and pain patients on a timely basis.
- MAH will make every effort to provide all dental services within the OYDC in Raymond, Mississippi. This will reduce the number of off-site trips of students for dental services.
- Each MAH employee (Dentist, Registered Dental Hygienist and Dental Assistant) receives and signs a job description (**MAH Exhibits C, D and E**) outlining the scope of duties each professional is expected to accomplish.
- MAH dental professionals will build rapport and create a team spirit with the OYDC Health Services Coordinator (Nurse Chief) to ensure dental services are provided in a professional, efficient and courteous manner to the OYDC population.
- MAH will comply with all of the E-Verify Program requirements.
- MAH will not be responsible for maxiofacial reconstruction, mandibular fracture reconstruction, cosmetic / experimental procedures, orthodontal appliance and partial plate placement.

Personnel

The following dental professionals are interested in providing professional dental services through Mid America Health, Inc. (MAH) at the Oakley Youth Development Center (OYDC) – Department of Human Services – Division of Youth Services in Raymond, Mississippi.

Dentist:	Dr. Keith Bishop, DDS (current provider)
Registered Dental Hygienist:	Melissa Bryant, RDH (part-time) (current provider)
Registered Dental Hygienist:	Kim Catchings, RDH (part-time) (current provider)
Dental Assistant:	Sharon Watson

MAH's dental team will continue to provide dental services as described in this Invitation for Bids with professionalism, exceptional quality, compassion and courtesy to every patient that presents him/herself to the OYDC.

In addition, the following individuals are the MAH principals involved in the operations of this contract. These will be based at the MAH Home Office.

Corporate Dental Director:	Dr. Luis Garabis
Vice President Corrections:	José López
Operations Manager:	Tiffany Howard

Dr. Luis Garabis, MAH's Corporate Dental Director, will have direct oversight of all clinical aspects of this IFB. He will review and investigate any clinical issues that may arise and will implement action plans for resolution of issues, efficiency and compliance with all policies and procedures. Dr. Garabis has over 20 years' experience in correctional dentistry and extensive community health and correctional managerial experience. Dr. Garabis has been practicing dentistry for 28 years and is licensed in eight (8) states.

Mr. López, MAH Vice President Corrections, is the operational head who supervises, manages and directs the operations of this contract. He ensures quality assurance and contract compliance.

Ms. Howard, MAH Operations Manager, is responsible for gathering all payroll timesheets, Monthly Statistics Reports and Monthly Quality Assurance logs. She is also responsible for coordinating and communicating any work schedule changes with the OYDC Health Services Coordinator (Nurse Chief). Ms. Howard conducts face-to-face New Employee Orientations with all new dental staff at the OYDC.

Attached to this section please see copies of resumes, credentials, qualifications and experience of all the clinical and principal staff mentioned above.

Curriculum Vitae

Keith D. Bishop, DDS

General Dentist

Address: 1621 Edgewood Place
Clinton, Mississippi 39056

Phone: 601-201-9670

Date of Birth: October 8, 1968

Language Proficiency: English

Licensure: Mississippi Dental Licensure #MS 3288-04

Credentials / Certificates: General Practice Residency Graduate

Education: 2004 General Practice Residency Graduate
University of Mississippi Medical Center
2003 Doctor Dental Surgery (DDS)
Meharry Medical College Nashville TN
1992 Bachelor Science in Biology with Chemistry Minor
Uni. Southern Mississippi Hattiesburg, Mississippi

Work Experience: 2018-Present Oakley Training School Staff Dentist
2019-Present GA Carmichael Staff Dentist
2010-2018 Staff Dentist Mississippi Dept of Corrections
2008-2010 Affordable Dentures Associate Dentist
2004-2010 Staff Dentist Claiborne County Family Health Dentist

**STATE OF MISSISSIPPI
Board of Dental Examiners**

600 East Amite Street, Suite 100

Jackson, MS 39201-2801

THIS CERTIFIES that the undersigned has paid registration fees as required by law to renew dental licensure in the State of Mississippi for the year November 01, 2019 through October 31, 2021.

Any licensed dentist who is registered but not actively practicing in the State of Mississippi at the time of making application for renewal shall be registered on the "inactive" list. Licensed dentists on the "inactive" list shall not be eligible for registration on the "active" list until certain statutory requirements have been satisfied. However, licensed dentists actively serving in the military or practicing in another state at a veterans hospital, federal government facility, or residency graduate school program at the time of renewal shall not be registered on the "inactive" list.

KEITH DEANDRE BISHOP DDS

Status: **ACTIVE**
CERTIFICATE
License Number: **3288-04**



Signature of Licensee **Steven M Porter, DDS**

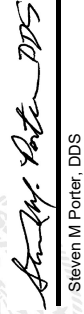
11/04/2019

The License Holder Is Responsible for Notifying the Board of any Change of Address

**STATE OF MISSISSIPPI
Board of Dental Examiners**

600 East Amite Street, Suite 100
Jackson, MS 39201-2801

KEITH DEANDRE BISHOP DDS
Dental License Number: **3288-04**



Status: **ACTIVE**
Expires October 31, 2021

Steven M Porter, DDS



U.S. DEPARTMENT OF JUSTICE ★ DRUG ENFORCEMENT ADMINISTRATION
DIVERSION CONTROL DIVISION

DEA Registration Validation Result:

DEA Number: BB7441657

This DEA Number is ACTIVE

Name (Last, First): BISHOP , KEITH D

Business Activity: PRACTITIONER

Business Address 1: 1621 EDGEWOOD PLACE

Business Address 2:

Business Address 3:

City: CLINTON

State: MS

Zip: 39056

Schedules: Schedule II Narcotic, Schedule II Non Narcotic, Schedule III Narcotic, Schedule III Non Narcotic, Schedule IV, Schedule V

Fee Status: Paid

Expire Date: 07-31-2022

The U.S. Department of Justice, Drug Enforcement Administration, Diversion Control Division maintains registrant data and is considered the primary source of information on DEA registrants. The website <https://www.deadiversion.usdoj.gov> is the official location for real time online verification.

DEA Registration Validation:

DEA Number to be validated (Required - Not Case Sensitive)

Validate

Logout

Melissa Ann Bryant, R.D.H.

Jackson, MS 39206

601-906-5007

Desired Industry: Oral Health Care

Desired Job Location: Jackson and surrounding area

Job Level: Experience with over 19 years

Highest Degree: Bachelors

Objective:

To obtain a position as an oral health care professional where I will be able to fully utilize my professional and interpersonal experience with patients and co-workers.

Relevant Skills: Performed Full Mouth Debridements, Periodontal Scaling and Root Planing, Periodontal Assessment, Patient Screening and Dental Charting, Exposed and Developed Radiographs (digital and manual)
Oral Hygiene Instruction, Intra and Extra-Oral Exams, Equipment Maintenance, Sharpen Scalars
Fluoride Tx and Sealants, Wked with Special Needs Pts, Child and Adult Prophy, Sterilization Procedures:: Comfort Anxious Patients, Schedule and Confirm Pts, Used both Eagle Soft and Dentrix Software

Employers:

2014-Present Neely and Neely Dental Group
Dental Hygienist Part-Time
Jackson, Ms

2012-Present Mid America Health, Oakley Training School
Dental Hygienist Part-Time
Raymond, Ms

2005-2014 University of Mississippi Medical Center,
Clinical Instructor,
Jackson, Ms

2006-2012 Office of Richard Akin, D.M.D. General Practice Dental
Dental Hygienist Part-Time
Hazelhurst, Ms

2004-2005 Mississippi Department of Health
Oral Health Consultant Part-Time
Jackson, Ms

**STATE OF MISSISSIPPI
Board of Dental Examiners**

600 East Amite Street, Suite 100

Jackson, MS 39201-2801

THIS CERTIFIES that the undersigned has paid registration fees as required by law to renew dental hygiene licensure in the State of Mississippi for the year November 01, 2018 through October 31, 2020.

Any licensed dental hygienist who is registered but not actively practicing in the State of Mississippi at the time of making application for renewal shall be registered on the "inactive" list. Licensed dental hygienists on the "inactive" list shall not be eligible for registration on the "active" list until certain statutory requirements have been satisfied. However, licensed dental hygienists actively serving in the military or practicing in another state at a veterans hospital, federal government facility, or residency graduate school program at the time of renewal shall not be registered on the "inactive" list.

Status: **ACTIVE**

CERTIFICATE

License Number: **3187-01DH**

MELISSA ANN BRYANT RDH


Signature of Licensee


T. Delton Moore, DDS

11/19/2018

The License Holder Is Responsible for Notifying the Board of any Change of Address

KIM CATCHINGS

OBJECTIVE

To obtain employment in a challenging environment where I will be able to utilize my skills and knowledge of dentistry to further my interest and experience.

EDUCATION

2005-2007 University of MS Medical Center Jackson, MS

Bachelor of Science in Dental Hygiene

1995-1997 Hinds Community College Pearl, MS

Associates of Arts in Sales and Marketing

1992-1995 Florence High School Florence, MS

High School Diploma

PROFESSIONAL EXPERIENCE

Present Edwards Dental Clinic
Dental Hygienist Lane Clower, D.M.D.
Full Time Edwards, MS

Present Dr. Keith Bishop
Dental Hygienist Oakley Detention Center
Part Time Ramond, MS

01/2011 - 04/2013 Cole Fortenberry, D.M.D.
Dental Hygienist/Assistant Madison, MS
40 Hrs/wk

07/2007 - 12/2010 Contract Dental Hygienist
Dental Hygienist

Responsibilities as Dental Hygienist/Assistant

- Expose intraoral x-rays
- Periodontal treatment of Deep Scaling and Root Planning Therapy
- Examine and record probe depths of the gingival tissue

- Provide clinical services or health education to improve and maintain the oral health of patients
- Educate patients on their dental prognosis
- Make impressions for study casts
- Make temporary crowns
- Make night guards and bleaching trays
- Administer Nitrous Oxide

CERTIFICATIONS AND AWARDS

MS Licensed Dental Hygienist

CPR Certified – American Heart Association

DECA Award for Marketing

COMMUNITY ACTIVITIES

As a student at UMMC I was able to experience and work in a variety of Dental Clinics. My rotations included:

- Mississippi State Hospital – treated patients from the psychiatric ward, mentally challenged, medically challenged, and elderly patients
- Crossroads Dental Clinic – treated patients that were HIV positive
- Blair E. Batson Children's Dental Clinic – treated children that were medically compromised, disabilities, and mentally challenged
- Mission First Dental Clinic – treated Adults and Children suffering from economical hardships
- AEGD – treated medically and mentally challenged adults
- Nursing Homes – taught the elderly good oral hygiene habits and donated dental kits

Elementary Schools – volunteered at various schools teaching children good oral hygiene

habits and nutrition. Donated toothbrushes and toothpaste to all students

- Choctaw Indian Reservation – treated patients in the dental clinic and visited the Head Start School in which I applied fluoride applications on children. I donated dental supplies and taught children good oral hygiene habits and nutrition.
- Various General Dentistry Private Practices – treated adults and children
- Various Pediatric Dental Clinics – treated medically compromised, autistic, mentally challenged and healthy children and adolescents
- UMMC School of Dentistry – Give A Kid A Smile Day – applied sealants to children from the Jackson Metro and surrounding areas
- Addie McBride – educated the blind on how to brush and floss
- UMMC School of Dentistry Dental Hygiene Clinic – treated patients of all ages

Since graduating from UMMC I have continued to volunteer :

- Mission First Dental Clinic
- Visit Florence Middle School giving oral hygiene instructions and donating toothbrushes and toothpaste

REFERENCES

Lane Clower, DMD	(601)955-4862
Keith Bishop, DMD	(601)201-9670

**STATE OF MISSISSIPPI
Board of Dental Examiners**

600 East Amite Street, Suite 100

Jackson, MS 39201-2801

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KIMBLEY ANN WOMACK CATCHINGS RDH

Status: **ACTIVE**
CERTIFICATE
License Number: **3642-07DH**

T. Delton Moore DDS

Signature of Licensee

T. Delton Moore, DDS

The License Holder Is Responsible for Notifying the Board of any Change of Address

11/08/2018

STATE OF MISSISSIPPI
Board of Dental Examiners

600 East Amite Street, Suite 100 Jackson, MS 39201-2801

KIMBLEY ANN WOMACK CATCHINGS RDH

Hygienist License Number: 3642-07DH

Status: **ACTIVE**

Expires October 31, 2020

T. Delton Moore DDS

T. Delton Moore, DDS

Sharon Watson

Dental Assistant

Sharon Watson

1000 East Northside Dr. Apt.162
Jackson , MS 39206

601-291-3356:Cell
601-213-6927:Alternate Cell
sharonwatsonn@gmail.com

Skills

Vibrant , young dental assistant looking to obtain a career in which I will utilize and enhance my strengths , and improve my weaknesses in my work field.

Disinfection , Sterilization, Organization

Four-Handed/ Chairside Assisting with dentist and dental hygienist

Intraoral/Extraoral Traditional and Digital Radiography

Operatory disinfection and set-up

Prophylaxis , Sealant , Fluoride & Whitening Placement

Endodontic , Pedo , Oral Surgeon & General Procedures

VPS/Alginate Impressions

Fabrication & Adjustments of temporaries , removable prosthesis models

Experience

Ridgewood Smiles Dentistry , LLC / Lead Dental Assistant

May 2018 - PRESENT, Jackson , MS 39211

- Chairside Assisting Dentist/Dental Hygienist
- Maintaining Inventory
- Stocking and Replenishing Materials
- Training dental students / new employees
- Clerical and Clinical Duties
- Sterilization, Disinfection ,& Organizations of Ops and Instruments
- Educating and Following OSHA & Infection Control Guidelines
- Accurate Patient Notations

Bender Dental Associates / Dental Assistant

March 2018 - May 2018, Jackson, MS 39206

- Scheduling Patients
- Chairside Assisting Dentist/Dental Hygienist
- Stocking Materials
- Sterilization and Disinfection

Advanced Dental Clinic , PLLC / Dental Assisting Student

Oct.2017 - Dec.2017, Ridgeland ,MS 39157

- Provide patients with oral instructions prior and post to treatment procedures
- Perform various clinical and clerical tasks as instructed or required.

Education

Delta Technical College / Dental Assisting Diploma

Mar.2017 - Dec.2017, Ridgeland ,MS 39157

Clinton High School/ High school diploma

Aug.2010 - May 2013, Clinton ,MS 39056.

Awards

MS Radiology Permit Holder

BLS/CPR/AED

OSHA Compliance Coordinator

Active ADAA Member



Mississippi State Board of Dental Examiners

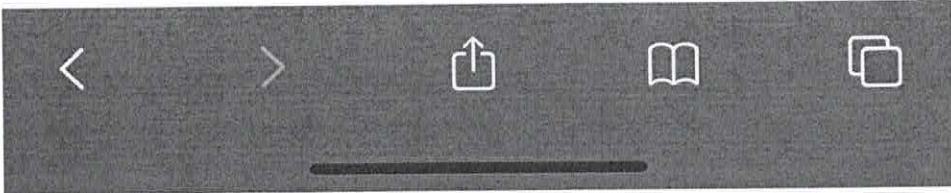


Review Radiology Permit

Please take a moment to review the information below. If any changes are needed, select the "Update Current Information" link at the bottom of the screen.

Summary	
PERSONAL INFORMATION	
License Number: 12008-17	
Name: SHARON LAQUITA WATSON	
Original License Name: SHARON LAQUITA WATSON	
Maiden Name: WATSON	
Date of Birth: 10/05/1994	
Status: ACTIVE	
HOME STREET AND MAILING INFORMATION	
Home Address: 1374 RUBEN CIRCLE BOLTON, MS 39041	Home Phone: 601-291-3356 Home Fax:
Home E-mail: sharonwatsonn@gmail.com	
Mailing Address: 1374 RUBEN CIRCLE BOLTON, MS 39041	
DANB INFORMATION	
DANB Certification: N	
DANB Number:	
DANB Expiration Date:	
WORK INFORMATION	
WALMART 815 S WHEATLEY ST RIDGELAND, MS 39157	601-956-2717 (P)
DEIDRA J SNELL DMD RIDGEWOOD SMILES DENTISTRY 5806 RIDGEWOOD ROAD SUITE 105 JACKSON, MS 39211	601-398-2934 (P) 769-216-3311 (F)
<u>UPDATE CURRENT INFORMATION</u>	

Back



Dr. Luis E. Garabis

EDUCATION:

- June 2001 - Oral Oncology/Oral Medicine Clerkship
University of Florida College of Dentistry
Gainesville, Fl
- May 1991 - Doctor in Dental Surgery
University of Nebraska College of Dentistry
Lincoln, NE
- May 1988 - Bachelor of Science
Kansas State University

PROFESSIONAL LICENSES:

State of Florida	DN 13924	State of Alabama	6552
State of Indiana	12011900A	State of Tennessee	10531
State of Texas	28570	State of Rhode Island	DEN03425
State of Kentucky	9271		
State of Ohio	30-023867		
State of Maryland	15557		

PRESENT POSITION:

- Jan 2012 - Dental Director, Mid America Health
To Deliver routine and emergency care to patients.
Present Supervise dental program with three divisions;
Skilled Nursing, School Smiles and Corrections in all states

PREVIOUS POSITIONS:

- April 2009 - Dentist, Solo Practice
To Aspen Dental
Dec 2011 Coast Dental, Greenberg Dental
- Jan 2, 2007 - Dental Director, Central Florida Health Care
To Supervise all dentist and dental staff
April 2009 Deliver routine and emergency dental care
Set dental clinic standards and productivity indexes
Member of Process Improvement Committee
Coordinate activation of new dental clinics
Management of dental budget

Dr. Luis E. Garabis

- May 1999 - Dental Director, Division of Immigration and Health Services
to Oversee dental care for over 16,000 patients in custody
Dec 2006 Developed a comprehensive National Dental Program
Wrote all policies and procedures for the dental program
Provided leadership and management responsibility for
The DIHS Dental Managed Care Program
Project Manager for eight new dental clinics
- May 1991 - Federal Bureau of Prisons
to Worked in Safford AZ, Texarkana TX and Miami Fl
May 2006 in various clinics delivering routine and emergency dental care

AWARDS:

- 01/2002 DIHS Directors' Leadership Award
04/2001 National Partnership for Reinventing Government Hammer Award
04/1995 Eugene Ernest Buell Award, COA Young Dentist Award
05/1993 Health Services Administrators' Certificate of Excellence
05/1991 Quintessence Periodontics Award, UNL College of Dentistry

PRESENTATIONS:

- August 2018 American Correctional Association Fall 2018 Conference
"Triaging Dental Emergencies; A review for the Mid-Level Practitioner"
June 2018 Indiana Annual School Health Conference 2018
"Making the Connection, Why We Care About Dental Care"
May 2005 Commissioned Officers Association Conference
"Dental Triage for the Non-Dental Providers, Recognizing Dental
Pathology"
May 2001 Commissioned Officers Association Conference
"Teledentistry: Innovative Solutions for Correctional Accreditations"
June 2000 Commissioned Officers Association Conference
"Developing a Dental Managed Care Program"

SPECIAL SKILLS

Fully Bilingual (Spanish/English)

José C. López

EXPERIENCE:

Aug '05 to present

Vice President - Corrections

Mid America Health, Inc., Greenwood, Indiana

Manage, supervise and direct the day-to-day operations of over eighty (80) correctional dental clinics in ten (10) states servicing over 100,000 offenders. Ensure quality assurance and contract compliance through communication with the various Department of Corrections management teams.

Oct '01 to Aug '05

Director of Human Resources

Mid America Health, Inc., Indianapolis, Indiana

Implemented, maintained and executed recruitment plans and procedures. Assisted in developing and overseeing Human Resources policies and procedures in state and federal governmental institutions in the West Coast and Midwest Regions.

April '93 to Sept '01

Recruiting Consultant / Recruiter

Correctional Medical Services, St. Louis, Missouri

Identified recruitment and retention problems, recommended and implemented action plans, provided leadership and monitored new contract start-ups, generated leads and credentialed licensed personnel at correctional facilities across the United States.

Jan '88 to April '93

New Contract Coordinator / Regional Staffing Coordinator

Spectrum Emergency Care, St. Louis, Missouri

Coordinated the recruitment and scheduling of approximately 150 independently contracted physicians for Emergency Departments in 15 hospitals.

Fall '87

Affirmative Action Special Support

St. Louis University; St. Louis, Missouri

Conducted utilization, availability, and JobGroup statistical analysis for the 1987 Affirmative Action Federal Report.

EDUCATION:

St. Louis University, St. Louis, Missouri

Masters of Business & Administration

St. Louis University, St. Louis, Missouri

BS Business & Administration, BA in Psychology - *Cum Laude*

CAPABILITIES:

Fully bilingual in English and Spanish

TIFFANY HOWARD

Mid America Health, Inc – Greenwood, Indiana

9/22/2014 – Present

Operations Manager – Corrections Division

- Assists in overseeing daily operations in (35+) correctional dental clinics across (7) states
- Works alongside Vice President of Corrections to ensure optimal division performance
- Directly manages (30) employees and indirectly manages (80+) employees
- Assists executive leadership team with reviewing and responding to RFPs

SBM Site Management for all Indianapolis Eli Lilly Sites – Indianapolis, Indiana

2/24/2014 – 9/19/2014

Safety/Operations Support Specialist

- Indirectly managed 180+ employees on scope of work and safety compliance in administrative, laboratory, and Good Manufacturing Process facilities totaling over 12 million square feet
- Interacted daily with different levels of customers from VPs to AAs
- Conducted safety training for all new personnel
- Managed Learning Management System consisting of over 100 trainings to ensure compliance for all personnel
- Supervised incoming GMARS work orders to ensure management team executed work in a timely manner

Mitch Murch Maintenance Management at Eli Lilly HQ – Indianapolis, Indiana

6/9/2010 – 2/22/2014

Safety Representative/Customer Service

- Indirectly managed 90+ employees in administrative and laboratory settings in facilities covering 6.4 million square feet to ensure safety compliance and service levels were up to scope
- Decreased work-related injuries by anticipating hazards, conducting audits, updating SOP's and best practices
- Tracked all data to identify trends and reconciled any issues that arose as well as identified solutions
- Increased customer satisfaction by doing face to face surveys to identify potential problem areas
- Supervised incoming GMARS work orders to ensure management team executed work in a timely manner
- Supported 6 Project Managers, a Regional Manager and 2 Vice Presidents

Aramark Corporation at all Eli Lilly Sites – Indianapolis, Indiana

11/1/2007 – 6/8/2010

Bookkeeper/Accounting Assistant/Lead Catering Attendant

- Audited safes daily for accuracy and reported any deficiencies to Unit Controller
- Assisted in managing A/P's and A/R's to see that payment was made and received
- Managed all aspects of catering orders from small (10) to large events (1k+)
- Supported Unit Controller, Food Service Director, Catering and HR Manager
- Assisted in processing payroll for 150+ team members

Education –

European Business School of Barcelona - 6/2019 – 1/2021

Master's – Business Administration

Indiana Institute of Technology – 6/2016

Bachelor's – Business Administration with Concentration in Management

Additional Information

Quality and Performance

Mid America Health, Inc. (MAH) has several procedures in place to monitor the quality and performance of the dental clinics. These policies, evaluation documents and procedures are designed to ensure the dental services provided are efficient, high quality and consistent. These performance improvement plans bring standardization and organization to each dental clinic. All of these procedures and documents are kept in binders within the dental clinics for review at any time.

- **“Red Binder” (MAH Exhibit F)**: MAHO’s electronic “Red Binder” is a program created to assist our staff, ODRC/DYS personnel and any agency auditors view, at-a-glance, all current quality control items, relevant policies and procedures, quality assurance reviews and updated credentials of all current dental personnel. The “Red Binder” contents are reviewed with every new staff member during MAH’s New Employee Orientation.
- **OSHA Training Program (MAH Exhibit G)**: The OSHA Training Program is an annual five (5) topic self-study training, audit and review program on health and safety issues and progress notes review. This required program is rotated annually. There is a combination of on-line self-studies and paper audits/reviews. The dental staff at each facility has the option to gather to review and discuss each topic. Each staff member has to receive a passing score upon completion of the on-line course. Progress Note audits are signed-off by the staff member doing the audit.
- **New Employee Orientation (MAH Exhibit H)**: All on-site staff receives a face-to-face orientation from a member of the MAH Management Team upon initial hire. This orientation will be in addition to the site-specific training provided to the staff. This orientation will cover the following topics: Rules & Regulations; Attendance/Payroll; Patient Appointments; Credentials; Professional Communication Expectations; Documents and Reporting; Pharmacy; Supplies and Equipment; Maintenance and Repairs; Chemicals/Caustic Controls; Work Place Injuries; Audits Compliance; Training/Employment Forms and Verifications.

Recruiting Practices

The key to providing quality services to our clients is finding the perfect candidates for the positions from the very beginning. MAH’s Recruitment Department has the experience and expertise needed to bring the Mississippi Department of Human Services (MDHS) the best candidates. MAH’s Recruiting Team has experience working with Departments of Corrections in multiple states. MAH’s Recruitment Department screens all dental candidates to ensure the candidates are aware of the expectations of each position per the contract and are competent in providing quality dental services. MAH’s team emphasizes hiring the “right fit” to ensure retention, offering stability in the contract for its client and continuity of care for the patient.

MAH utilizes a multitude of resources in an effort to attract and retain the highest quality dental professionals possible. MAH not only responds to open positions, but is proactive in its recruitment efforts so that it may maintain a database of interested and available candidates in order to minimize or eliminate the timeframe that positions are vacant. For example, MAH has consistently maintained a 95% or better staffing ratio for the Ohio Department of Rehabilitation and Correction during its 15+ year relationship.

Following are details of some of MAH's established recruiting strategies.

- MAH maintains a current list of all Mississippi-licensed Dentists and Dental Hygienists. MAH is able to reach candidates quickly and directly by sending them a personalized letter/email informing them of new career opportunities throughout the state.
- MAH maintains a web site (www.mahweb.com) that contains current recruitment information about the company. Applicants are reviewed daily and contacted as their information is received.
- Other online recruiting methods are: CareerBuilder, Monster, SimplyHired, Indeed, Dental Jobs Today, Craigslist, and other dental-specific job boards.
- MAH's jobs are posted and viewed on hundreds of large and small job boards and search sites in order to reach both local and non-local candidates.
- MAH utilizes social media, including Facebook, Twitter and LinkedIn, to communicate information about opportunities.
- MAH uses online and hard-copy advertisements in local and national dental societies and associations publications as well as local dental schools and alumni websites and newsletters.

Further, MAH is in-tune with the area in which the Oakley Youth Development Center (OYDC) is located and is familiar with candidate expectations based on its history with the OYDC. This history and knowledge base allow it to achieve minimal recruiting times.

Alternative Staffing Proposal

MAH has been providing dental services to the Oakley Youth Development Center (OYDC) since September 2010. Through our partnership with the Mississippi Department of Human Services (MDHS) and the dedicated medical staff at OYDC we have been able to create new and efficient ways to provide the best dental care to the students while reducing cost.

In the summer of 2016, MAH proposed to MDHS the possibility of providing only a Dentist and a Registered Dental Hygienist (RDH) with the exclusion of a Dental Assistant. Together, the Dentist and RDH would provide all the dental services described in the Scope of Services with professional excellence on a timely basis and in collaboration with the medical staff. In addition, this would provide a reduced cost to MDHS. This proposal was approved and it commenced in the fall of 2016.

Since that time, the students have continued to receive the best dental care thanks to the dedication of the current Dentist and RDHs while saving MDHS the expenditure of another dental staff member. The Dentist and RDHs have continued to provide the services described in Section 2.2.4 of this IFB: “disinfect dental operatory before and between patient visits, sterilize instruments, take and develop radiographs, assist dentist chair side during patient care, assist with filing and record keeping of dental records, assist dentist with inventory control on an as needed basis.” Therefore, MAH would like to propose the continuation of this alternative staffing plan different from the one described in the current IFB: staffing the dental clinic with Dentist and RDH hours while excluding Dental Assistant hours. This Alternative Staffing Proposal will save MDHS over \$150,000 over the course of this contract.

However, if the MDHS decides not to continue with the current alternative staffing as described above, MAH would provide a Dental Assistant as described in this current IFB and as presented in the first Attachment B – Bid Form for Dental Services in Tab 4 of this proposal.

MID AMERICA HEALTH, INC.
EXHIBITS
TABLE OF CONTENTS

	<u>Page #</u>
Exhibit A: IDDS Statistical Report.....	E1
Exhibit B: Quality Assurance Log.....	E2
Exhibit C: Dentist Job Description	E3
Exhibit D: Registered Dental Hygienist Job Description	E5
Exhibit E: Dental Assistant Job Description.....	E7
Exhibit F: Red Binder Table of Contents	E9
Exhibit G: OSHA Training Program	E10
Exhibit H: New Employee Orientation Table of Contents	E11

MONTHLY DENTAL REPORT	
Facility: Oakley Youth Development Center	Reporting Period:
1. Intake Exam	
2. Limited/Emergency Oral Evaluation	
3. Comprehensive Initial Exam	
4. Recall Exam	
Total Exams	
5. Bitewing X-Ray	
6. Periapical X-Ray	
7. Panoramic X-Ray	
Total X-Rays	
8. Extraction (per tooth)	
9. Surgical Extraction (per tooth)	
10. Alveoloplasty	
11. Palliative Treatment	
12. Post Op F/U	
Total Surgical Procedures	
13. Dental Prophylaxis (per patient)	
14. Topical Fluoride Treatment	
15. Periodontal Scale - Root Planing (per quad)	
16. Hygiene Instruction	
Total Periodontal Procedures	
17. Sealants (per Tooth)	
18. Amalgam Restoration (1 Surface)	
19. Amalgam Restoration (2 Surfaces)	
20. Amalgam Restoration (3 Surfaces)	
21. Amalgam Restoration (4or More Surfaces)	
22. Resin Restoration - 1 Surface	
23. Resin Restoration - 2 Surfaces	
24. Resin Restoration - 3 Surfaces	
25. Resin Restoration - 4 or More Surfaces	
26. Temporary Restoration	
27. Occlusal Adjustment	
Total Operative Procedures	
28. Impressions	
29. Lab Procedure	
30. Prosthetic Delivery	
31. Occlusal Guard Delivery	
32. Prosthetic Repair	
Total Prosthetic Procedures	
33. Tooth Re-implantation	
34. Labial Splint	
35. Endodontic Treatment	
Total Endodontic Procedures	
36. Prescriptions-Analgesics	
37. Prescription-Antibiotic	
Total Prescriptions	
38. Off-Site Referral-Oral Surgery	
39. Off-Site Referral-Other	
40. Off-Site Referral-Orthodontic Care	
Total Referrals	
41. Dental Responsibility	
42. Institution Responsibility	
43. Inmate Responsibility	
44. Refusals / AMA	
Total Failed Appointments	

Monthly Quality Assurance Log - (one per site)

Facility: Date: Reporting Period: Rec #:

1. Instrument Count Current & Correct Yes No

2. Sharps Count Current & Correct Yes No

3. Sharps Bulk Inventory Current & Correct Yes No

4. X-Ray (Dosimetry) Badges (# Changed 1 per employee) Quarterly Reports Archived Yes No

5a. X-Ray Unit Calibration Test / Inspection Date Yes No

5b. X-Ray Unit Registration Expiration Date Yes No

6. X-Ray aprons # of aprons visual inspection for cracks/tears Yes No

7. Dental Autoclave Test and Log- completed weekly Yes No Results posted Yes No

8. Material Safety Data Sheets (MSDS) current and on file Yes No

9. Chemical and Flammable Cabinet Inventory up to date Yes No

10. Accidental Occupational Contamination Exposure occurrence? (If NO, mark #11 as N/A) Yes No

11. Was the exposure reported to MAH? Yes No N/A

12. Blood Borne Pathogen Kit available for each dental staff member? Yes No

13. Daily Statistical Entries- for each DDS/DMD/RDH- Completed by the 6th of following month Yes No

14. MAH Maintenance Calendar/Log- entries current? Yes No

15. Supplies- expiration dates checked Yes No

16. OSHA Electronic Training - topic completed Yes No

17. MAH Workers Compensation Certificate- posted and current Yes No

Any category above reported as a "NO", except #10, needs a comment added to this report. Thanks!

18. Waiting Times Extractions Days Restorative Months
 Prosthesis Weeks Prophy Weeks

19. Dental Staff

DDS/DMD Names:

RDH Names:

DA Names:

CREDENTIALS- NOTE: individual dental staff member is held responsible for content accuracy.

-->Are credentials CURRENT for ALL staff, AND in RED BINDER, provided to HCA, Yes No

and at MAH Home Office? If No, enter employee's NAME next to category needing updated:

a. b. c. d. e. f. g. h. i. j.

a. Dental Licenses (DDS/DDM/RDH)

<input type="text"/>	Comment
<input type="text"/>	Comment
<input type="text"/>	Comment
<input type="text"/>	Comment
<input type="text"/>	Comment

****NOTE: ALL CREDENTIALS MUST BE CURRENT OR YOU MAY BE SUBJECT TO LOCK OUT****

Save

MID AMERICA HEALTH, INC.

JOB DESCRIPTION

DENTIST—Mississippi

I. SITE: _____

II. EFFECTIVE DATE: January 2020

III. GENERAL SUMMARY:

Provides and supervises dental care for students housed within the institution. Evaluates the dental health program and dental services provided. Evaluates patient care required and administered, dental operatory conditions, and equipment use. Functions as a consultant to the institution's staff physician. Monitors need for dental supplies and equipment.

IV. QUALIFICATIONS:

- A. License to practice as a registered dentist in the state.
- B. One (1) year or more general dentistry experience is preferred.
- C. Graduate of an accredited school of dental medicine.

V. ESSENTIAL DUTIES:

- A. Performs general dentistry including, but not limited to, routine prophylaxis, restorative services, prosthetic services, extractions, endodontics, and other procedures falling within the scope of the practice of general dentistry. Services are to be rendered in accordance with the Mississippi Department of Youth Services guidelines, and the Mid America Health, Inc. employee handbook.
- B. Completes a dental examination for each student admitted into the facility, if that student's existing dental chart indicates that the student has not been seen by a dentist within the last six months. The dental examination should include a review of the student's dental history, charting of the teeth, and an examination of the hard and soft tissue of the oral cavity with a mouth explorer, mouth mirror and adequate illumination. The results of the examination should be recorded on the student's dental chart and signed by the examiner.

EXHIBIT C

- C. Evaluates those students presenting with dental problems through the sick call procedure, makes whatever recommendations deemed clinically appropriate, and then renders the dental services required or schedules the student for later dental services.
- D. COMPLETELY DOCUMENTS ALL SERVICES RENDERED IN THE STUDENT'S DENTAL HEALTH RECORD IN THE SOAP FORMAT
- E. Provides in-service training for healthcare staff regarding dental issues such as dental hygiene, general dental care, dental emergencies, techniques, and consultation procedures.
- F. PROVIDES REQUIRED MONTHLY STATISTICAL REPORTS AS REQUIRED BY MID AMERICA HEALTH, INC IN A TIMELY FASHON.
- G. Maintains current the professional dental license, state controlled substance certificate, where applicable and federal controlled substance certificate, CPR certificate, Hepatitis vaccination certificate, TB vaccination certificate, and provides a copy of each upon request to Mid America Health, Inc.
- H. Assists Mid America Health, Inc. in obtaining and maintaining professional malpractice insurance coverage.
- I. Supervises the activities of the dental assistants and the dental hygienists, including but not limited to, the maintenance of the various daily and monthly logs, sharps count, equipment certifications, security of dental instruments, appearance of the dental clinic, and requires all staff maintain a professional attitude and decorum.
- J. Completes periodic evaluations of all clinic personnel and recommends management responses.
- K. Represents Mid America Health, Inc. at all required administrative meetings, e.g. quality improvement and medical management meeting.
- L. Oversees the requisition of supplies and equipment and the effective, efficient use of same.
- M. Oversees and assists with the preparation of the dental clinic for the various accreditation inspections. Required of the institution.
- N. Keeps Mid America Health, Inc. management informed as to the overall operation and conditions of the dental clinic and its personnel.

_____ Date: _____
Site Dentist

MID AMERICA HEALTH, INC.

JOB DESCRIPTION

DENTAL HYGIENIST—Mississippi

I. SITE: _____

II. EFFECTIVE DATE: January 2020

III. GENERAL SUMMARY:

Reports directly to the Dental Clinic Director. Assists the Dental Clinic Director with the dental procedures and activities required by the day to day operation of the dental clinic at the direction of the Dental Clinic Director.

IV. QUALIFICATIONS:

- A. High School diploma.
- B. Possess a current license as a registered dental hygienist by the State.
- C. Ability to provide quality, dental hygiene services for patients of the dental clinic.
- D. Ability to use good common sense in dealing with stressful situations.
- E. Ability to be discrete in a variety of confidential relationships, particularly with patient relationships.

V. DUTIES AND RESPONSIBILITIES:

- A. Provide professional, dental hygiene services to the clinic patients including dental prophylaxis and scaling as prescribed by and under the supervision of the Dental Clinic Director.
- B. Assess the dental health of the clinic patients, and document the findings in the patient's dental record.
- C. Maintain cleanliness of the dental clinic and observe sterile technique in accordance with recognized standards.
- D. Provide oral hygiene and preventive dental care instruction for student population.

- E. Participate and provide appropriate in-service staff training programs required by Dental Clinic Director.
- F. Provide emergency medical care, i.e. basic first aid and CPR, as required to patients under treatment in dental clinic..
- G. Maintain security and dental supplies and equipment through instrument, medicine and needle counts and otherwise, as required.
- H. Ensure cost effective utilization of resources.
- I. Perform other duties as assigned by Dental Clinic Director.

_____ Date: _____
Site Registered Dental Hygienist

MID AMERICA HEALTH, INC.**JOB DESCRIPTION****DENTAL ASSISTANT-Mississippi**

I. SITE: _____

II. EFFECTIVE DATE: January 2020

III. GENERAL SUMMARY:

Reports directly to Clinic Dental Director. Assists the Clinic Dental Director with the dental procedures and activities required by the day to day operations of the dental clinic at the direction of the Dental Director.

IV. QUALIFICATIONS:

- A. High School diploma.
- B. A dental assistant certificate or sufficient dental assisting experience to qualify as a competent, capable, dental assistant.
- C. The ability to provide quality patient service.
- D. The ability to use good judgment and common sense in dealing with stressful situations.
- E. The ability to be discrete in a variety of confidential relationships.
- F. Current Ohio State Dental Board Radiographer's Certification.

V. DUTIES AND RESPONSIBILITIES:

- A. Provide a wide range of chair side assistance to the Clinic Dental Director, including preparation of operatives, passing instruments, suctioning, performing x-rays, emergency dental screenings and other duties as assigned.
- B. Perform laboratory procedures such as mixing impressions material for dentures and/or restorations and assist in the clinical procedure of prosthetics.
- C. Maintain cleanliness of the dental clinic, including instrument sterilization between patients and use and maintenance of the autoclave.
- D. Assist with the maintenance and cleanliness of the dental equipment and the maintenance of adequate supply levels to help ensure the provision of quality dental care.

- E. Schedule patients for dental appointments.
- F. Properly record dental findings and procedures performed in the patient's dental chart ensuring confidentiality.
- G. Ensure the security of dental supplies and equipment through instrument, medicine, chemicals (caustics / flammables) and needle counts and assist with the overall security and operation of the dental clinics. Instrument and needle counts should be performed twice daily, before and after clinic.
- H. Adhere to Universal Precautions and other appropriate infection control practices.
- I. Ensure the cost effective utilization of resources.
- J. Assist the Clinic Director with the compilation of the various reports required by Mid America Health, Inc. and/or Department of Rehabilitation and Corrections and their timely submittal.
- K. Assist the Clinic Director with the presentation of any required in-service training programs.
- L. Perform other duties as assigned by the Clinic Director.

_____ Date: _____
Dental Assistant



MAH Electronic Red Binder-Overview

- 1) **Quality Control-** A list of what MAH monitors.
- 2) **Staff Credentials-** To be kept current by individual staff.
 - a) MS License (All staff)
 - i) DDS/DMD- copy of dental license showing expiration date.
 - ii) RDH- copy of dental license showing expiration date. (if applicable)
 - (1) Copy of Permissible Practices (if applicable) signed by ALL site dentists.
 - (2) Archive signed copy in hard-copy Red Binder.
 - iii) DA- Radiographer license showing expiration date.
 - (1) Copy of Permissible Practices signed by site dental director or designee.
 - (2) Archive signed copy in hard-copy Red Binder.
 - b) CPR PRO (All staff)
 - i) Copy of document showing course date. To be renewed every two (2) years.
 - c) Hepatitis B Vaccination (All staff)
 - i) Document from licensed medical provider showing dates of each inoculation of the series (3).
-OR-
 - ii) Titer results showing Reactive or Positive or >9.9 on the document.
 - d) Tuberculosis (All Staff)
 - i) Documentation from a licensed medical provider showing date of annual questionnaire.
-OR-
 - ii) Documentation from a licensed medical provider showing date and results of two-part series.
 - e) DEA (dentist only)
 - i) Copy of document showing expiration date.
 - f) MAH Job Description (All Staff)
 - g) MAH Orientation (All Staff)
 - i) Signed documents from most recent MAH Annual Meeting.
-OR-
 - ii) Signed documents from new-hire orientation.
- 3) **MAH Policies and Procedures**
 - a) CDC Guidelines for Infection Control in Dental Healthcare Settings (2003)
 - b) CDC Summary of Infection Prevention Practices in Dental Settings- Basic Expectations for Safe Care
 - c) Autoclave Integrator Use
 - d) MAH Safety Hazard Communication Program
 - e) MAH OSHA Compliance
 - f) MAH Employee Manuals
 - g) MS Policy and Procedures
- 4) **MAH Blood Borne Pathogen Packet** (printable)
- 5) **MAH Statistical Database Glossary**
- 6) **MAH QA Log User Manual**
- 7) **MAH Maintenance Calendar Form and Instructions**
 - a) Archive current year in hard-copy Red Binder.
 - b) Archive prior years in hard-copy Red Binder.
- 8) **Progress Note Audit Form and Instructions**
 - a) Audit to be completed each April and August.
 - b) Archive all completed copies in hard-copy Red Binder.



MAH OSHA Binder Table of Contents

February
Preventing Sexual Harassment
(Electronic)

April
Progress Note Audit
(Paper)

June
HIPPA Training
(Electronic)

August
Progress Note Audit
(Paper)

October
Bloodborne Pathogens
(Electronic)

Mid America Health, Inc.

New Employee Orientation - Mississippi

Topics
Rules & Regulations (Authority)
<ul style="list-style-type: none"> • Clients-Student and Mississippi Department of Youth Services (Oakley Training School) • Chain of command –MAH, Dental Team, HSC, Nurse Manager • Sexual Harassment-MAH Staff/MS DYS Staff • Prescription Drugs-Personal Use/Onsite Regulations • HIPAA/Patient Confidentiality
Attendance/Payroll
<ul style="list-style-type: none"> • Time Sheets/Greenshades • Pay Checks-Bi-Weekly via Direct Deposit or US Mail • Schedule Changes-Report to HSC, MAH, Dental Team • Lunch-Mandatory 30 minutes per day • Leaving the Site During Business Hours-Inform the Dental Team and HSC • Time Off-PTO Pro-rated 1st year (Review Employee Handbook) – N/A • Inclement Weather Policy (Review Employee Handbook)
Site Meetings
<ul style="list-style-type: none"> • QA (Quality Assurance)-Dental Team & MS DYS • MAH-Annually or As Needed • STAFF-Monthly OSHA Safety/Training Binder
Patient Appointments
<ul style="list-style-type: none"> • Health Services Request • Offsite Referrals
Credentials
<ul style="list-style-type: none"> • All Credentials at Dental Clinic / HSC / MAH Home Office • Dental license-Dentist and Hygienist • DEA • CPR-BI-ANNUAL RENEWAL REQUIRED • TB / Hep B TB ANNUAL RENEWAL REQUIRED • Certifications (X-Rays, etc.) • Job Descriptions (Employees) • CE Certificates • Orientation Log • Oakley Training School-Contractors Orientation

Topics
Security/Professional Communication
<ul style="list-style-type: none"> • Contraband-Illegal/Prohibited Items • Trafficking & Trading • Money • Student Approach/Fraternization (Communications, Threats, Personal Information) • Fraternization (Conversations, Personal Info.) • Do not Leave treatment room when student is present • Food (Lunch, Containers) • Gifts • Smoking • Vehicles (Locked) • Appropriateness (Attitudes/Professionalism) • Keep People in Authority Informed (MAH & HSC) • Health Services Policies (operational is in dental clinic)
Documentation/Reports
<ul style="list-style-type: none"> • Red/Black binders-kept current • Record keeping (black ink, radiographs, corrections, legibility) • SOAPE Notes • Safety OSHA Binder & Monthly Tests- current • MUST be faxed to MAH by the 6th of each month • MAH Daily Statistics • MAH Monthly Stats • MUST be faxed to MAH by the 6th of each month • Quality Assurance Logs • MUST be faxed to MAH by the 6th of each month • Weekly Dental Autoclave Test • Monthly Results from SPS website • MUST be faxed to MAH by the 6th of each month • Daily Instruments & Sharps Log • Blood Borne Pathogen Kit • Incident report within 24 hours to MAH & CALL MAH IMMEDIATELY • Grievances / Complaints
Pharmacy
<ul style="list-style-type: none"> • Prescription writing / Process / Off Formulary • Starter packs

Topics
Supplies/Equipment Maintenance/Repairs
• Dental Supplies/MS DYS
• Office Supplies
• Equipment Maintenance-MAH
• Equipment Repair-MS DYS
• MS DYS Responsible for X-Ray Machine & Apron Inspection & Calibration
Chemical – Caustic Control / Flammables
• Inventory Forms
• MSDS Binder
Injuries on the Job
• Chain of Command Notification (HSC / MAH)

Topics
Audits
• MAH
• Peer Review-MS DYS All Dentists
• Mississippi Division of Youth Services
Training / Employment Forms & Verification
• New Employee Forms
(a) I-9
(b) EEO Form
(c) W-4
• Benefit Packet Information (Sent after 30 days, eligible after 90 days)
• HAZCOM Policy
• Employee Handbook-Acknowledgement Form

I, _____, have been oriented by an authorized MAH agent on the topics
(print)
 described above.

Orientee: _____
(signature)

Date: _____

Authorized MAH Agent: _____
(print / signature)

Date: _____

* A copy is given to be placed in the *Red Binder* and original is placed in personnel file.

Amendment #1
Invitation for Bids (IFB) No. 3160003470
Dental Services

Amendments to the IFB are as follows:

1. **2.3. Term**

The anticipated term of the contract shall be for a period of one (1) year, beginning on September 1, 2020, and ending on August 31, 2021. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of two (2) successive two-year periods **according to the pricing provided in Contractor's response to IFB 3160003470 and under the same prices**, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4) or extend past August 31, 2025.

Renewal years are subject to the needs of MDHS, as well as the availability and appropriation of funds. The Chief Procurement Officer shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's rights or the contractor's rights under any termination clause in the contract.

Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that **unit price shall be consistent with pricing provided in Contractor's response to IFB 3160003470.**

2. **Attachment B. Bid Form**

Pricing Structure: All pricing for Dental Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be **consistent with pricing provided in Contractor's response to IFB 3160003470.**

3. **5.1 Post-Award Vendor Debriefing** - Reference Section 7-113 through 7-113.07, not 7-114 through 7-114.07.

4. **Attachment H – OPTIONAL CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB, 37. Renewal of Contract**

The Contract may be renewed at the discretion of the MDHS upon written notice to Contractor at least thirty (30) days prior to each Contract Anniversary date for a period of two (2) successive two-year periods **according to the pricing provided in Contractor's response to IFB 3160003470 and under the same prices**, terms, and conditions as in the Original Contract and/or Subsequent Contracts. The total number of renewal years permitted shall not exceed four (4) years or extend past August 31, 2025.

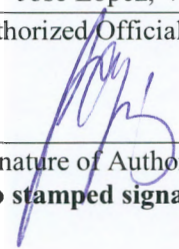


5. Please see attached Questions and Answers.

Please acknowledge receipt of Amendment #1 by returning it, along with your bid package, by April 9, 2020, at 9:00 AM. This acknowledgement should be enclosed in your bid package. **Failure to submit this acknowledgement may result in rejection of the bid package.**

Mid America Health, Inc.
Name of Company

Jose Lopez, Vice President Corrections
Authorized Official's Typed Name/Title


Signature of Authorized Official
(No stamped signature)

04/09/2020
Date

Should an amendment to the IFB be issued, it will be posted on the MDHS website (www.mdhs.ms.gov) in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on this form, or by letter. The acknowledgment must be received by MDHS by the time and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

QUESTIONS AND ANSWERS

1. Section 1.3.2 of the IFB states that the price quoted shall include all required equipment/material. Currently, the incumbent does not provide dental equipment or supplies – all are provided by MDHS. Will it be the responsibility of the Contractor to provide dental equipment and supplies under the new contract?

ANSWER: No.

2. Section 2.2.8 of the IFB states that students may be referred for Oral Surgery, Endodontics and Periodontics in extreme cases. Will the Contractor be responsible for the cost of such referrals?

ANSWER: No; however, it is requested that the providers scope of ability limits the need for referrals and only refers those youth who need immediate care of additional services.

3. Section 2.2.14 of the IFB requires the Contractor to submit staff credentials prior to assigning to OYDC Health Services Coordinator (Nurse Chief). Would you like bidders to provide credentials of proposed staff members with responses to the IFB?

ANSWER: Section 2.2.14 states: “Submit proof of staff credentials with bid and submit credentials of any new proposed staff prior to assigning to OYDC Health Services Coordinator (Nurse Chief).” Also, the last bullet under Section 4.1.9 requires submission of certifications, licenses as required within specifications. Therefore, Respondents should provide this information as part of the response to the IFB.

4. Section 2.3 of the IFB states that “[t]he contract may be renewed . . . for a period of two (2) successive two-year periods under the same prices, terms, and conditions as in the original contract . . .” Given that dental staffing costs increase each year, will MDHS consider price increases for the renewal periods at the time of renewal or should the contractor include estimated cost increases for renewal periods in the base year quote?

ANSWER: MDHS will allow for price increase for renewals; however, Respondents will be required to submit those prices as part of the response to the IFB. The chart format in Attachment B of the IFB must be used. All charts should be submitted with bid identifying period of performance (i.e. renewal period, year) and signed.

**RECEIPT OF BIDS LOG
PRICING INFORMATION
ATTENDANCE LOG – BID OPENING**

MDHS

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

RECEIPT OF BIDS

IFB NUMBER (RFx) 3160003470– Dental Services DEADLINE DATE AND TIME: April 9, 2020, at 9:00 AM, CT OPENING DATE AND TIME: April 9, 2020, at 9:30 AM, CT					
<u>BIDDER/ORGANIZATION NAME</u>	<u>DATE/TIME RECEIVED</u>	<u>RECEIVED BY</u>	<u>METHOD OF SUBMISSION</u>	<u>TOTAL FIRST YEAR</u>	<u>TOTAL INCLUDING RENEWALS</u>
Mid America Health, Inc.	4/7/2020 1:35pm	MDHS - Marlow to W. King	UPS Delivery	* 240,406. ⁰⁰	\$ 750,452. ⁰⁰ *
				* 210,145. ⁰⁰	\$ 655,990. ⁰⁰ *

- includes Dental Asst.
- no Dental Asst.

MDHS Official Bryan C. Warden
 MDHS Official Kenneth D. Walker

*\$1,260,498.00 (Five year total) that includes Dental Assistant, \$1,101,835.00 (Five year total with no Dental Assistant) per Bid.

Mid America Health, Inc.
Breakdown of Alternate Staffing Proposal

Original Year (9/1/2020 - 8/2021)				
Specified Category of Service	Hourly Rate	Hours	Total Amt.	Amt. Per Bid
Dentist Services	\$137.40	1040	\$142,896.00	\$142,893.00
Registered Dental Hygienist Service	\$64.67	1040	\$67,256.80	\$67,252.00
Total Amt. Original Year			\$210,152.80	\$210,145.00

Optional Renewal Term 1 (9/1/2021 - 8/2023)				
Specified Category of Service	Hourly Rate	Hours	Total Amt.	Amt. Per Bid
Dentist Services	\$142.89	1040	\$148,605.60	\$148,609.00
Registered Dental Hygienist Service	\$67.25	1040	\$69,940.00	\$69,942.00
Total Amt. Per Year for Renewal Term 1			\$218,545.60	\$218,551.00
Total Amt. for Renewal Term 1 (2 yr period)			\$437,091.20	\$437,102.00

Optional Renewal Term 2 (9/1/2023 - 8/2025)				
Specified Category of Service	Hourly Rate	Hours	Total Amt.	Amt. Per Bid
Dentist Services	\$148.61	1040	\$154,554.40	\$154,554.00
Registered Dental Hygienist Service	\$69.94	1040	\$72,737.60	\$72,740.00
Total Amt. Per Year for Renewal Term 2			\$227,292.00	\$227,294.00
Total Amt. for Renewal Term 2 (2 yr period)			\$454,584.00	\$454,588.00

Mid America Health, Inc. provided two (2) pricing options. MDHS selected the Alternate Staffing Proposal. See attached Pricing Options.

This form is for year one (1) only. Please see attached schedule in this section for pricing in renewal terms.

**ATTACHMENT B
BID FORM FOR DENTAL SERVICES**

Company	Company Representative	Telephone
Mid America Health, Inc.	Jose Lopez	888-309-8239, ext. 2056

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional licenses, permits, fees, etc. (if any)

Pricing Structure: All pricing for Dental Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

DENTAL SERVICES			
Category	Hourly Rate	Annual No. Of Hours	Amount
Dentist	\$ 137.40	1,040	\$ 142,893
Registered Dental Hygienist Services	\$ 64.67	1,040	\$ 67,252
Dental Assistant Service	\$ 29.10	1,040	\$ 30,261
TOTAL YEARLY AMOUNT:			\$ 240,406

**Year 1
Only**

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.

7. That the company can and will meet all required laws, regulations, and/or procedures related to Dental Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **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 bid offered.
10. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor **has** has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
11. **REPRESENTATION REGARDING CONTINGENT FEES** - The Contractor represents that it **has** has not (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
12. **REPRESENTATION REGARDING GRATUITIES** - The bidder, offeror, or 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*.

Signature: _____ Date: 04/09/2020

Name: Jose Lopez Title: Vice President Corrections

Company Name: Mid America Health, Inc.

Note: Please be sure to circle the applicable word or words on numbers 10 (Prospective Contractor's Representation Regarding Contingent Fees) and 11 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Schedule to Attachment B

Updated Annual Pricing Original Contract Renewals

Original Year/ Item No.	Specific Category of Service	Hourly Rate	Annual No. of Hours	Amount
Original Year (9/2020 - 8/2021)				
1.	Dentist Services	\$ 137.40	1,040	\$ 142,893
2.	Registered Dental Hygienist Service	\$ 64.67	1,040	\$ 67,252
3.	Dental Assistant Service	\$ 29.10	1,040	\$ 30,261
Total Amount Original Year				\$ 240,406
Renewal Term 1 (9/2021 - 8/2023)				
1.	Dentist Services	\$ 142.89	1,040	\$ 148,609
2.	Registered Dental Hygienist Service	\$ 67.25	1,040	\$ 69,942
3.	Dental Assistant Service	\$ 30.26	1,040	\$ 31,471
Total Amount Renewal Term 1				\$ 250,022
Renewal Term 2 (9/2023 - 8/2025)				
1.	Dentist Services	\$ 148.61	1,040	\$ 154,554
2.	Registered Dental Hygienist Service	\$ 69.94	1,040	\$ 72,740
3.	Dental Assistant Service	\$ 31.47	1,040	\$ 32,730
Total Amount Renewal Term 2				\$ 260,024

ALTERNATIVE STAFFING PROPOSAL

Please see Tab 14 of this Proposal for a full explanation of the Alternative Staffing Proposal.

This form is for year one (1) only. Please see attached schedule in this section for pricing in renewal terms.

**ATTACHMENT B
BID FORM FOR DENTAL SERVICES**

Company	Company Representative	Telephone
Mid America Health, Inc.	Jose Lopez	888-309-8239, ext. 2056

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional licenses, permits, fees, etc. (if any)

Pricing Structure: All pricing for Dental Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

DENTAL SERVICES			
Category	Hourly Rate	Annual No. Of Hours	Amount
Dentist	\$ <u>137.40</u>	1,040	\$ <u>142,893</u>
Registered Dental Hygienist Services	\$ <u>64.67</u>	1,040	\$ <u>67,252</u>
Dental Assistant Service	--	1,040	--
TOTAL YEARLY AMOUNT:			\$210,145

**ALT
Model
Year 1
Only**

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.

7. That the company can and will meet all required laws, regulations, and/or procedures related to Dental Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **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 bid offered.
10. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor **has** has not *(please circle applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
11. **REPRESENTATION REGARDING CONTINGENT FEES** - The Contractor represents that it **has** has not *(please circle applicable word or words)* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
12. **REPRESENTATION REGARDING GRATUITIES** - The bidder, offeror, or 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*.

Signature: _____ **Date:** 04/09/2020

Name: Jose Lopez _____ **Title:** Vice President Corrections _____

Company Name: Mid America Health, Inc. _____

Note: Please be sure to circle the applicable word or words on numbers 10 (Prospective Contractor's Representation Regarding Contingent Fees) and 11 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Schedule to Attachment B
ALTERNATIVE STAFFING PROPOSAL

Updated Annual Pricing Original Contract Renewals

Original Year/ Item No.	Specific Category of Service	Hourly Rate	Annual No. of Hours	Amount
Original Year (9/2020 - 8/2021)				
1.	Dentist Services	\$ 137.40	1,040	\$ 142,893
2.	Registered Dental Hygienist Service	\$ 64.67	1,040	\$ 67,252
Total Amount Original Year				\$ 210,145
Renewal Term 1 (9/2021 - 8/2023)				
1.	Dentist Services	\$ 142.89	1,040	\$ 148,609
2.	Registered Dental Hygienist Service	\$ 67.25	1,040	\$ 69,942
Total Amount Renewal Term 1				\$ 218,551
Renewal Term 2 (9/2023 - 8/2025)				
1.	Dentist Services	\$ 148.61	1,040	\$ 154,554
2.	Registered Dental Hygienist Service	\$ 69.94	1,040	\$ 72,740
Total Amount Renewal Term 2				\$ 227,294



MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

ATTENDANCE LOG

EVENT: BID OPENING FOR IFB 3160003470 – Dental Services

DATE & TIME: April 9, 2020, at 9:30 AM, CT

LOCATION: City Centre Building, North Tower, 7th Floor Conference Room, 200 South Lamar Street, Jackson, MS

NAME	PRINTED NAME	TIME IN	ORGANIZATION	E-MAIL ADDRESS	TIME OUT
Bryan C. Wardlaw	Bryan C. Wardlaw	9:25AM	MDHS	bryan.wardlaw@mdhs.ms.gov	9:38AM
Kenneth D Walker	Kenneth D. Walker	9:29	MDHS	Kenneth.Walker@mdhs.ms.gov	9:38

PROCUREMENT DOCUMENT (IFB, RFP, RFQ)



JACOB BLACK
INTERIM EXECUTIVE DIRECTOR

INVITATION FOR BIDS (IFB)

DENTAL SERVICES
IFB (RFx) No. 3160003470
Issue Date: March 9, 2020

CLOSING LOCATION
Mississippi Department of Human Services
200 South Lamar Street
Jackson, Mississippi 39201

CONTACT
Waustella King
(601) 359-4500
Waustella.King@mdhs.ms.gov

CLOSING DATE & TIME
Bids must be received by April 9, 2020 at 9:00 AM, Central Time

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SECTION 1

1.1. Bid Acceptance Period

The original and one (1) copy of the bid package, two (2) copies total, shall be signed and submitted (mailed or hand-delivered) in a sealed envelope or package to 200 South Lamar Street, Jackson, Mississippi 39201 no later than the time and date specified for receipt of bids. In addition, bidder shall also submit one (1) copy of the bid package on a USB Flash Drive as a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format. Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time shall be rejected and shall remain unopened in the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by MDHS staff. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The MDHS reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDHS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. Bids submitted via facsimile (faxes) will not be accepted.

1.1.1. Timeline

Invitation for Bids Issue Date:	March 9, 2020
Questions and Requests for Clarification Deadline:	March 23, 2020, 5:00 PM CT
Anticipated Posting of Written Answers to Questions:	March 26, 2020, 5:00 PM CT
Bid Package Submission Deadline:	April 9, 2020, 9:00 AM CT
Bid Opening:	April 9, 2020, 9:30 AM CT
Anticipated Date of the Notice of Intent to Award:	April 23, 2020, 5:00 PM CT
Anticipated Post-Award Debriefing Request Due Date:	April 29, 2020, 5:00 PM CT
Anticipated Post-Award Debriefing Held-By Date:	May 4, 2020, 5:00 PM CT
Anticipated Protest Deadline Date:	April 30, 2020, 1:00 PM CT

Note: *MDHS reserves the right to adjust this schedule as it deems necessary. MDHS also has the right to reject any and all bids during any step of the procurement or awarding process (even after negotiations have begun).*

1.1.2. Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is determined by MDHS that the late receipt was due solely to mishandling by MDHS after receipt at the specified address.

The only acceptable evidence to establish the date of mailing is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request

postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. MDHS will not be responsible for mail delays or lost mail.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.2. Expenses Incurred in Preparing Bid

MDHS accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

1.3. Bid Form

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

1.3.1. Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

1.3.2. Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purposed 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 bid. The prices quoted shall be inclusive of, but not limited to, the following: all required equipment/material; all required insurance; all required overhead; all required profit; all required vehicles; all required fuel; and, all required licenses, certifications, fees, or permits.

1.4. Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5. Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The bidder shall submit a completed MDHS Debarment Verification Form, attached to this IFB as **Attachment F**. **Attachment F** shall be received by MDHS, in the bid packet submitted by the bidder, **no later than 9:00 AM CT, on April 9, 2020**. MDHS reserves the right to deem any bid packet not containing an executed MDHS Debarment Verification Form, as non-responsive to the IFB.

1.6. Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)

If the respondent is not already registered as a supplier in MAGIC, the respondent should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

1.7. Proprietary Information

Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption. The bidder shall submit a completed Proprietary Information Form, attached to this IFB as **Attachment E**.

1.8. Additional Information

All questions and requests for clarification concerning this procurement document must be submitted in writing via email to Waustella King at Waustella.King@mdhs.ms.gov by the deadline reflected in Section 1.1.1. MDHS will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by MDHS. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. At no time shall any bidder or its personnel contact, or attempt to contact, any MDHS staff regarding this IFB except the contact person as set forth and, in the manner, prescribed in this section.

Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the MDHS website (www.mdhs.ms.gov) in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by the MDHS by the time and at the place specified for receipt of bids as reflected in Section 1.1.1. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

This IFB, all questions, requests for clarification, and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the Mississippi Department of Human Services (hereinafter "MDHS") website (<http://www.mdhs.ms.gov>) in a manner that all bidders will be able to view by the date reflected in Section 1.1.1.

1.9. Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

1.10. Written Bids

All bids shall be in writing.

SECTION 2

2.1. Purpose

MDHS is seeking to establish a contract with a vendor to provide Dental Services at Oakley Youth Development Center. It is understood that any contract resulting from IFB No. 3160003470 may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from IFB No. 3160003470 is not approved by the PPRB and/or OPSCR (if required), it is void and no payment shall be made.

2.2. Scope of Services

The Contractor shall be responsible for the following:

- 2.2.1 Compliance with all state, federal, and local laws; MDHS policies and procedures, as now existing or as may be modified; any MDHS Quality Assurance Program; and any audit process that requires participation. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall be recognized as meaning that only the best commercial practices are to prevail.
- 2.2.2 Provide qualified personnel to perform dental examinations for students admitted to Oakley Youth Development Center (OYDC) in Raymond, MS on an as needed basis. The Dentist shall be fully credentialed with a current Mississippi license in good standing and the Dental Assistant shall be x-ray certified.
- 2.2.3 Any dental services performed which incur laboratory cost shall be approved by MDHS prior to the services being rendered. Contractor will not be responsible for laboratory costs.
- 2.2.4 Provide qualified personnel to perform dental assisting services, i.e., disinfect dental operatory before and between patient visits, sterilize instruments, take and develop radiographs, assist dentist chair side during patient care, assist with filing and record keeping of dental records, assist dentist with inventory control on an as needed basis.
- 2.2.5 Provide dental services, including but not limited to dental examinations, determination of dental work to be done, preventative dental care and emergency dental care at OYDC
- 2.2.6 Provide on-call coverage for dental services after hours, weekends, and/or any hours not scheduled for on-site services on an as needed basis.
- 2.2.7 Determine dental work to be performed during the student's commitment.
- 2.2.8 Provide routine preventative dental care and emergency dental services on an as needed basis. Students may be referred for Oral Surgery, Endodontics and Periodontics in extreme cases.
- 2.2.9 Document all dental services provided, treatment plans, and any other related information in patient's chart. All documentation shall be legibly transcribed.
- 2.2.10 Provide a registered dental hygienist two (2) days per week during the hours that the dentist is present on an as needed basis up to 1040 hours.

- 2.2.11** Independent Contractor shall have a dental assistance or nurse present at all times when providing dental care to the students at OYDC.
- 2.2.12** Schedule all on-site services with the OYDC Health Services Coordinator (Nurse Chief). On-site services should be provided at an estimated two (2) days per week during regular business hours (8AM – 5PM, CT).
- 2.2.13** Contractor shall sign in and out to document number of clinic hours at OYDC. Documentation of services outside the campus will be provided in writing to the OYDC Health Services Coordinator (Nurse Chief).
- 2.2.14** Submit proof of staff credentials with bid and submit credentials of any new proposed staff prior to assigning to OYDC Health Services Coordinator (Nurse Chief).
- 2.2.15** The OYDC Health Services Coordinator (Nurse Chief) shall coordinate and monitor medical services provided by the Independent Contractor.
- 2.2.16** All invoices are to be emailed to invoices@mdhs.ms.gov.

2.3. Term

The anticipated term of the contract shall be for a period of one (1) year, beginning on September 1, 2020, and ending on August 31, 2021. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of two (2) successive two-year periods under the same prices, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4) or extend past August 31, 2025.

Renewal years are subject to the needs of MDHS, as well as the availability and appropriation of funds. The Chief Procurement Officer shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's rights or the contractor's rights under any termination clause in the contract.

Compensation for services will be in the form of a Firm Fixed Price Adjustment. A unit price shall be given for each service, and that unit price shall be the same throughout the contract.

SECTION 3

3.1. Insurance

The successful bidder shall maintain at least the minimum level of workers' compensation insurance as required by the State of Mississippi; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per each occurrence; and fidelity bond insurance with minimum limits of \$1,000,000.00. All general liability, professional liability and fidelity bond insurance will provide coverage to MDHS as an additional insured. MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by

MDHS at any point during the contract period and should consult with legal counsel regarding its obligations.

SECTION 4

4.1. Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB No. 3160003470, which may include criteria to determine acceptability; such as, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect that will affect the bid price and be considered in evaluation for award shall be objectively measured where possible. This IFB sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this IFB. Only bidders who are found responsive and responsible will have their bids considered.

4.1.1. Responsive Bidder

Bidder must submit bid which conforms in all material respects to this IFB No. 3160003470, as determined by MDHS.

4.1.2. Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDHS.

4.1.3. Minimum Qualifications to be Deemed Responsible

1. Bidder must have been in business and provided Dental Services similar in requirements and scale to those described in this IFB, for a minimum of two (2) years.
2. These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (**Attachment D**) from reference interview by MDHS staff with **two (2)** bidder references for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB. (See **Attachment C & Attachment D.**)

4.1.4. Exceptions

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

4.1.5. Informalities & Irregularities

MDHS has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for MDHS to properly evaluate the bid, MDHS has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.1.6. Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MDHS reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDHS of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

4.1.7. Bid Withdrawals

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

1. The bid is submitted in good faith.
2. The price bid is substantially lower than those of other bidders because of a mistake
3. The mistake is a clerical error, not an error of judgement.
4. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after Bid Opening, the bidder must give notice in writing to MDHS of its claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to MDHS, all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to MDHS. No explanation is required.

4.1.8. Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi Contract shall be deemed non-responsive, and not be acceptable.

4.1.9. Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- Proprietary Form (**Attachment E**)
- Debarment Form (**Attachment F**)
- Other (as required within specifications – certifications, licenses)

4.1.10. References

Each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MDHS will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **MDHS staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MDHS staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See Section 4.1.3.2 and Attachments C and D.) Only bidders who are found responsive and responsible will have their bids considered. The bidder may submit as many references as desired. MDHS will begin contacting references at the top of the list and will continue down the list until MDHS completes Reference Score Sheets for two (2) references.

4.2. Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

4.3. Award

The Contract will be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this IFB on date specified as reflected in Section 1.1.1. Any bids received may be rejected in whole or in part when in the best interest of the State.

4.3.1. Notification

All participating bidders will be notified of MDHS' intent to award a contract. Notice of award is made available to the public which will identify the selected vendor. The winning bidder will be notified via e-mail of the award. Additionally, a letter will be sent to all bidders.

4.3.2. Contract Management

If contractor fails to adhere to the dental services schedule, or if Contractor fails to satisfactorily provide the prescribed service to all or any service area, MDHS will inform Contractor, and Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to Contractor until all deficiencies have been corrected. If Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, MDHS may terminate the Contract without further obligation to Contractor. (MDHS may elect to use the form included as **Attachment I**, Dental Services Discrepancy Report.)

SECTION 5

5.1. Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a Post-Award Debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the Executive Director of MDHS within three (3) business days of notification of the contract award. A Post-Award Debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Executive Director of MDHS in writing and identify its attorney by name, address, and telephone number. MDHS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Mississippi Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations*.

5.2. Protest of Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the IFB may file a protest with the MDHS Executive Director. The protest shall be submitted on or before date and time specified in Section 1.1.1, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the MDHS Executive Director via either U.S. Mail, postage prepaid, or personal delivery. Protests filed after seven (7) days of award will not be considered.

5.3. Required Contract Terms & Conditions

Any contract entered into between MDHS and a vendor/bidder shall include the required clauses found in **Attachment G** and those required by the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

5.4. Optional Contract Terms & Conditions

Any contract entered into between MDHS and a vendor/bidder may have, at the discretion of the MDHS, the optional clauses found in **Attachment H** and those within the *Mississippi Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

5.5. Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

**ATTACHMENT A
BID COVER SHEET**

The Mississippi Department of Human Services (hereinafter "MDHS," "Agency," or "State") is soliciting bids from qualified bidders to provide Dental Services for MDHS. The vendor will perform services as outlined in IFB No. 3160003470.

PLEASE MARK YOUR ENVELOPE:

**Dental Services
IFB No. 3160003470
Opening: April 9, 2020, 9:30 AM, CT
Mississippi Department of Human Services
Division of Budgets & Accounting
Attention: Waustella King
200 South Lamar Street
Jackson, Mississippi 39201
SEALED BID—DO NOT OPEN**

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEIN/EIN # <i>(if company, corporation, or partnership):</i>	
SSN <i>(if individual):</i>	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this IFB? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located in Mississippi, how will you supply Dental Services to in Mississippi? _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

For how many customers has your company provided Dental Services in the past two (2) years? _

Is your company licensed and/or certified to perform Dental Services as required by any and all applicable federal and state law(s)? _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

**ATTACHMENT B
 BID FORM FOR DENTAL SERVICES**

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required equipment and materials
- All required profit
- Any and all other costs associated with performing the services
- All required overhead
- All required business and professional licenses, permits, fees, etc. (if any)
- All required insurance
- All required transportation
- All required fuel and mileage

Pricing Structure: All pricing for Dental Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

DENTAL SERVICES			
Category	Hourly Rate	Annual No. Of Hours	Amount
Dentist	\$ _____	1,040	\$ _____
Registered Dental Hygienist Services	\$ _____	1,040	\$ _____
Dental Assistant Service	\$ _____	1,040	\$ _____
TOTAL YEARLY AMOUNT:			\$ _____

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.

7. That the company can and will meet all required laws, regulations, and/or procedures related to Dental Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **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 bid offered.
10. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor **has/has not** (*please circle applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
11. **REPRESENTATION REGARDING CONTINGENT FEES** - The Contractor represents that it **has/has not** (*please circle applicable word or words*) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
12. **REPRESENTATION REGARDING GRATUITIES** - The bidder, offeror, or 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*.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Company Name: _____

Note: Please be sure to circle the applicable word or words on numbers 10 (Prospective Contractor's Representation Regarding Contingent Fees) and 11 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

**ATTACHMENT C
REFERENCES**

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional):

Telephone Number: _____

Cell Number: _____

E-mail:

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional):

Telephone Number: _____

Cell Number: _____

E-mail:

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional):

Telephone Number: _____

Cell Number: _____

E-mail:

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional):

Telephone Number: _____

Cell Number: _____

E-mail:

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional):

Telephone Number: _____

Cell Number: _____

E-mail:

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. MDHS must be able to contact two references within two (2) business days of bid opening to be considered responsive.

**ATTACHMENT D
REFERENCE SCORE SHEET**

****TO BE COMPLETED BY MDHS STAFF ONLY****

Name of Bidder: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Services From/To Dates: _____

Questions	Response (Circle One)	
	Yes	No
Able to provide Dental Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling Dental Services?	Yes	No
Were the Dental Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
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Notes:

ATTACHMENT E
PROPRIETARY INFORMATION FORM

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. If this is not applicable, please indicate with "N/A" below.

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official/ Title
(No stamped signature)

Date

**ATTACHMENT F
DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
 for federal debarment on www.sam.gov –System for Award Management.

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
 for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDHS.

 Signature of Authorized Official
(No stamped signature)

 Date

ATTACHMENT G
REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (OPSCR) and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds. It is expressly understood and agreed that the obligation of the MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDHS, the MDHS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Laws. Contractor understands that the MDHS 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. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDHS 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 MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
6. 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. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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 after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. 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; or
 - 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.
7. Insurance. Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$1,000,000.00. All general liability, professional liability and fidelity bond insurance will provide coverage to the State of Mississippi as an additional insured. The MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement and upon request by MDHS at any time during the contract period. Such certificate shall contain provisions that coverage afforded under the policies shall not be cancelled, terminated, or materially altered until at least thirty (30) days prior notice has been given to the MDHS. Cancellation of the above mentioned referenced insurance shall be grounds for termination of this contract. Failure on the part of the Contractor to procure or maintain the required insurance and provide proof thereof to MDHS shall constitute a material breach of the contract upon which the MDHS may immediately terminate this Contract.
8. 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 Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
9. 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>.

10. 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.
11. 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*.
12. Stop Work Order.
 - a. *Order to Stop Work:* The Chief Procurement Officer, 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 contract. This order shall be for a specified period not exceeding 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, the Chief Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - 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 Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. 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 contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 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.
 - 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.
13. Termination for Convenience.
 - a. *Termination.* The MDHS Executive Director or designee may, when the interests of the

State so require, terminate this contract in whole or in part, for the convenience of the State. The MDHS Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDHS Executive Director or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

14. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MDHS Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MDHS Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MDHS Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDHS Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDHS Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make pro-

gress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDHS Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDHS Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

e. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDHS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
16. 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.
17. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of

2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

ATTACHMENT H
OPTIONAL CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State 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 the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. 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 the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDHS shall not be liable to the Contractor for disclosure of information required by court order or required by law.
5. Contractor Personnel. The MDHS shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDHS reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDHS in a timely manner and at no additional cost to the MDHS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
6. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - (2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - (3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
 - (5) has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
7. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
8. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) is independently developed by the recipient without any reliance on confidential information;
 - (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (6) is disclosed with the disclosing party’s prior written consent.
9. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.

10. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDHS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDHS may have.
11. Failure to Enforce. Failure by the MDHS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDHS to enforce any provision at any time in accordance with its terms.
12. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the MDHS a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
13. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
14. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
15. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State'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 the State.

Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

16. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDHS, and the MDHS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDHS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDHS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
17. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.
Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDHS shall result in the immediate termination of this agreement.
18. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
19. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

20. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
21. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDHS:	For Contractor:
[Name, Title]	[Name, Title]
MDHS	[Agency Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

22. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
23. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDHS and agreed to by Contractor.
24. Ownership of Documents and Work Papers. MDHS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor’s internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDHS and subject to any copyright protections.
25. Priority. The contract consists of this agreement with exhibits, the procurement Invitation for Bids [number] (hereinafter referred to as IFB), and the response bid dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Bid). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or IFB or Bid shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
26. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily

supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDHS.

27. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor'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 Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-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-year period, whichever is later.
28. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDHS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDHS. The rights of the MDHS are in addition and without prejudice to any other right the MDHS may have to claim the amount of any loss or damage suffered by the MDHS on account of the acts or omissions of Contractor.
29. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the MDHS shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDHS for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDHS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDHS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
30. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the MDHS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDHS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
31. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
32. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity

or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

33. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
34. Third Party Action Notification. Contractor shall give the customer 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.
35. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDHS to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDHS, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDHS shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
36. 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.
37. Renewal of Contract. The Contract may be renewed at the discretion of the MDHS upon written notice to Contractor at least thirty (30) days prior to each Contract Anniversary date for a period of two (2) successive two-year periods under the same prices, terms, and conditions as in the Original Contract and/or Subsequent Contracts. The total number of renewal years permitted shall not exceed four (4) years or extend past August 31, 2025.
38. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of Youth Services. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee of a dispute hereunder, the Contractor shall proceed in accordance with the decision of the Director of Youth Services.

In a review before the Executive Director or designee, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision

under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

**ATTACHMENT I
DENTAL SERVICES CONTRACT DISCREPANCY REPORT**

Dental Services located at: _____

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence: (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

MDHS Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

**AMENDMENT
QUESTION AND ANSWER DOCUMENTATION**

Amendment #1
Invitation for Bids (IFB) No. 3160003470
Dental Services

Amendments to the IFB are as follows:

1. **2.3. Term**

The anticipated term of the contract shall be for a period of one (1) year, beginning on September 1, 2020, and ending on August 31, 2021. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of two (2) successive two-year periods **according to the pricing provided in Contractors response to IFB 3160003470 and under the same prices**, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4) or extend past August 31, 2025.

Renewal years are subject to the needs of MDHS, as well as the availability and appropriation of funds. The Chief Procurement Officer shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's rights or the contractor's rights under any termination clause in the contract.

Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that **unit price shall be consistent with pricing provided in Contractor's response to IFB 3160003470.**

2. **Attachment B. Bid Form**

Pricing Structure: All pricing for Dental Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be **consistent with pricing provided in Contractor's response to IFB 3160003470.**

3. **5.1 Post-Award Vendor Debriefing** – Reference Section 7-113 through 7-113.07, not 7-114 through 7-114.07.

4. **Attachment H – OPTIONAL CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB, 37. Renewal of Contract**

The Contract may be renewed at the discretion of the MDHS upon written notice to Contractor at least thirty (30) days prior to each Contract Anniversary date for a period of two (2) successive two-year periods **according to the pricing provided in Contractors response to IFB 3160003470 and under the same prices**, terms, and conditions as in the Original Contract and/or Subsequent Contracts. The total number of renewal years permitted shall not exceed four (4) years or extend past August 31, 2025.



- 5. Please see attached Questions and Answers.

Please acknowledge receipt of Amendment #1 by returning it, along with your bid package, by April 9, 2020, at 9:00 AM. This acknowledgement should be enclosed in your bid package. **Failure to submit this acknowledgement may result in rejection of the bid package.**

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official
(No stamped signature)

Date

Should an amendment to the IFB be issued, it will be posted on the MDHS website (www.mdhs.ms.gov) in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on this form, or by letter. The acknowledgment must be received by MDHS by the time and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

QUESTIONS AND ANSWERS

1. Section 1.3.2 of the IFB states that the price quoted shall include all required equipment/material. Currently, the incumbent does not provide dental equipment or supplies – all are provided by MDHS. Will it be the responsibility of the Contractor to provide dental equipment and supplies under the new contract?

ANSWER: No.

2. Section 2.2.8 of the IFB states that students may be referred for Oral Surgery, Endodontics and Periodontics in extreme cases. Will the Contractor be responsible for the cost of such referrals?

ANSWER: No; however, it is requested that the providers scope of ability limits the need for referrals and only refers those youth who need immediate care of additional services.

3. Section 2.2.14 of the IFB requires the Contractor to submit staff credentials prior to assigning to OYDC Health Services Coordinator (Nurse Chief). Would you like bidders to provide credentials of proposed staff members with responses to the IFB?

ANSWER: Section 2.2.14 states: “Submit proof of staff credentials with bid and submit credentials of any new proposed staff prior to assigning to OYDC Health Services Coordinator (Nurse Chief).” Also, the last bullet under Section 4.1.9 requires submission of certifications, licenses as required within specifications. Therefore, Respondents should provide this information as part of the response to the IFB.

4. Section 2.3 of the IFB states that “[t]he contract may be renewed . . . for a period of two (2) successive two-year periods under the same prices, terms, and conditions as in the original contract” Given that dental staffing costs increase each year, will MDHS consider price increases for the renewal periods at the time of renewal or should the contractor include estimated cost increases for renewal periods in the base year quote?

ANSWER: MDHS will allow for price increase for renewals; however, Respondents will be required to submit those prices as part of the response to the IFB. The chart format in Attachment B of the IFB must be used. All charts should be submitted with bid identifying period of performance (i.e. renewal period, year) and signed.

Award, and Protective Order Request) using **keyword** or **Advanced Search Options**. State Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

3160003470

SEARCH

ADVANCED SEARCH OPTIONS

Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	
MS DEPT OF HUMAN SERVICES	1651-20-R-IFBD-00007-V01	3160003470	Major Procurement PERSONNEL SERVICES NON-IT The Mississippi Department of Human Services (MDHS) will acc... Attachment - Amend 1 IFB 3160003470 Dental Services Attachment - IFB 3160003470 Dental Services	Open	03/09/2020	04/09/2020	04/09/2020	View Contact

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Resources

MS.GOV	MS DFA: Bureau of Building	Statewide Contract Item Catalog
MS DEPT of Information Technology Services (ITS)	MS DFA: Office of Purchasing	MS.Gov Help Portal
Mississippi's Chosen Payment Network	MS DFA: Office of Personal Service Contract Review	
Paymode	Mississippi Management and Reporting System	





IFB 3160003470, Amendment #1

**Amendment #1
Invitation for Bids (IFB) No. 3160003470
Dental Services**

Amendments to the IFB are as follows:

1. **2.3. Term**

The anticipated term of the contract shall be for a period of one (1) year, beginning on September 1, 2020, and ending on August 31, 2021. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to each contract period according to the pricing provided in Contractor's response to IFB 3160003470

Navigation toolbar with icons for save, print, scroll, zoom, and search.

Re: Request to Post to MDHS Website: Amendment No. 1 IFB No. 3160003470 Dental Services

Vanessa Lowe <Vanessa.Lowe@mdhs.ms.gov>

Thu 3/26/2020 3:19 PM

To: Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>; Morgan Stewart <Morgan.Stewart@mdhs.ms.gov>

Cc: Bryan Wardlaw <Bryan.Wardlaw@mdhs.ms.gov>; Danny Blanton <Danny.Blanton@mdhs.ms.gov>

Your request has been completed.

From: Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>

Sent: Thursday, March 26, 2020 2:15 PM

To: Vanessa Lowe <Vanessa.Lowe@mdhs.ms.gov>; Morgan Stewart <Morgan.Stewart@mdhs.ms.gov>

Cc: Bryan Wardlaw <Bryan.Wardlaw@mdhs.ms.gov>; Danny Blanton <Danny.Blanton@mdhs.ms.gov>

Subject: Request to Post to MDHS Website: Amendment No. 1 IFB No. 3160003470 Dental Services

Vanessa and/or Morgan:

Please post the attached to the website at the following location today:

Business Opportunities > Service Solicitations > Invitation for Bids (IFB):

- IFB No. 3160003470 Dental Services
 - Amendment No. 1 IFB No. 3160003470 Dental Services

Thanks,
Wendy



[Wendy Wilson](#) |

Mississippi Department of Human Services

601-359-4784

www.mdhs.ms.gov





DIVISIONS

SERVICES

INFO & RESOURCES

→ MY RESOURCES

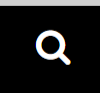
English |

Español |

Tiếng Việt



- IFB (RFx) No. 3160003472 Drug and Alcohol Testing Services
- IFB No. 3160003470 Dental Services
 - Amendment No. 1 IFB No. 3160003470 Dental Services
- IFB No. 3160003159 Language Line Services
 - Amendment No.1 IFB3160003159 Language Line Services
 - Amended Timeline IFB3160003159 Language Line Services



> DIVISIONS

> Adults & Seniors

> Child Support



IFB 3160003470, Amendment #1

Amendment #1
Invitation for Bids (IFB) No. 3160003470
Dental Services

Amendments to the IFB are as follows:

1. **2.3. Term**

The anticipated term of the contract shall be for a period of one (1) year, beginning on September 1, 2020, and ending on August 31, 2021. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of two (2) successive two-year periods **according to the pricing provided in Contractors response to IFB 3160003470 and under the same prices, terms, and conditions as in the original contract**, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4) or extend past August 31, 2025.

Renewal years are subject to the needs of MDHS, as well as the availability and appropriation of funds. The Chief Procurement Officer shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance



ADVERTISEMENT/NOTICE OF PUBLICATION

- 1) Clarion Ledger**
- 2) Bid Board**
- 3) MDHS Website**

**AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER**

TO: MS DEPT OF HUMAN SERVICES-LEGA
200 S LAMAR ST
JACKSON, MS 39201
Acct# TCL-C58707

This is not an invoice

of Affidavits: 1

Ad Number: 0004096905

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:

03/09/2020, 03/16/2020

Size: 0 words / 1 col. x 0 lines

Published: 2 time(s)

Now due on said account is \$24.68

Signed *Kathleen Allen*
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on May 06, 2020.

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

8-25-23
My commission expires

(SEAL)

SHELLY HORA
Notary Public
State of Wisconsin

Legal Notice Invitation for Bids (IFB)

The Mississippi Department of Human Services (MDHS) will accept sealed bids during the business hours of 8:00 AM – 5:00 PM (Central Time) until Thursday, April 9, 2020, 9:00 AM (Central Time) at 200 South Lamar Street, Jackson, Mississippi 39201, for Dental Services, IFB No. (RFx) 3160003470. Bid opening will be Thursday, April 9, 2020, at 9:30 AM (Central Time). Detailed specifications may be obtained by accessing www.mdhs.ms.gov or contacting Waustella King at Waustella.King@mdhs.ms.gov or (601) 359-4500.

3/9, 3/16/2020

0004096905-01

Procurement Opportunity And Public Notification Search

Search for Bid Opportunities and Public Notifications (Sole Source, Intent to Award, and Protective Order Request) using **Keyword** or **Advanced Search Options**. State Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

[ADVANCED SEARCH OPTIONS](#)

Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	
MS DEPT OF HUMAN SERVICES	1651-20-R-IFBD-00007	3160003470	Major Procurement PERSONNEL SERVICES NON-IT The Mississippi Department of Human Services (MDHS) will acc... Attachment - IFB 3160003470 Dental Services	Open	03/09/2020	04/09/2020	04/09/2020	View Contact

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Resources

- MS.GOV
- MS DEPT of Information Technology Services (ITS)
- Mississippi's Chosen Payment Network
- Paymode
- MS DFA: Bureau of Building
- MS DFA: Office of Purchasing
- MS DFA: Office of Personal Service Contract Review
- Mississippi Management and Reporting System
- Statewide Contract Item Catalog
- MS.Gov Help Portal





JACOB BLACK
INTERIM EXECUTIVE DIRECTOR

INVITATION FOR BIDS (IFB)

DENTAL SERVICES
IFB (RFx) No. 3160003470
Issue Date: March 9, 2020

CLOSING LOCATION
Mississippi Department of Human Services
200 South Lamar Street
Jackson, Mississippi 39201

CONTACT
Waustella King
(601) 359-4500
Waustella.King@mdhs.ms.gov

Re: Request to Post to MDHS Website: IFB No. 3160003470 Dental Services

Vanessa Lowe <Vanessa.Lowe@mdhs.ms.gov>

Mon 3/9/2020 7:35 AM

To: Wendy Wilson <Wendy.Wilson@mdhs.ms.gov>**Cc:** Morgan Stewart <Morgan.Stewart@mdhs.ms.gov>; Jennifer Austin <Jennifer.Austin@mdhs.ms.gov>; Bryan Wardlaw <Bryan.Wardlaw@mdhs.ms.gov>; Waustella King <Waustella.King@mdhs.ms.gov>; Danny Blanton <Danny.Blanton@mdhs.ms.gov>

Your request has been completed.

Vanessa C. Lowe

Media Relations Director

Mississippi Department Of Human Services

Office: [601-359-4183](tel:601-359-4183)Cell: [601-540-6701](tel:601-540-6701)

On Mar 5, 2020, at 1:54 PM, Wendy Wilson <Wendy.Wilson@mdhs.ms.gov> wrote:

Vanessa and/or Morgan:

1) Please post the attached to the website at the following location **MONDAY, MARCH 9, 2020:***Business Opportunities > Service Solicitations > Invitation for Bids (IFB):*

- IFB No. 3160003470 Dental Services

Thanks,
Wendy[Wendy Wilson](#) |

Mississippi Department of Human Services

601-359-4784

www.mdhs.ms.gov

<IFB 3160003470 Dental Services.pdf>



MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

JACOB BLACK
INTERIM EXECUTIVE DIRECTOR

INVITATION FOR BIDS (IFB)

DENTAL SERVICES
IFB (RFx) No. 3160003470
Issue Date: March 9, 2020

CLOSING LOCATION
Mississippi Department of Human Services
200 South Lamar Street
Jackson, Mississippi 39201

CONTACT
Waustella King
(601) 359-4500
Waustella.King@mdhs.ms.gov



- IFB No. 3160003470 Dental Services
- IFB No. 3160003159 Language Line Services
 - Amendment No.1 IFB3160003159 Language Line Services
 - Amended Timeline IFB3160003159 Language Line Services
 - 2nd Amended Timeline IFB3160003159 Language Line Services
 - 3rd Amended Timeline IFB3160003159 Language Line Services
- IFB No. 3160003145 Employee Assistance Program
 - Amendment 1 IFB3160003145 Employee Assistance Program
- IFB No. 3160003112 Education Consulting Services
 - Amendment 1 IFB3160003112 Education Consulting Services
- Consulting Services IFB No. 3160002710 Amendment 1
- IFB 3160002708 Education Consultant Services
- Genetic Testing for Paternity Services IFB No. 3160002720
 - Amendment 1 IFB3160002720 Genetic Testing for Paternity Services
 - Amendment 2 IFB3160002720 Genetic Testing for Paternity Services
- IFB No. 3160002635 Amendment No. 1, Professional Security Services

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> Child Support

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> Early Childhood Care & Development

> Economic Assistance

> Workforce Development

> Youth Services

> SERVICES

OTHER

**A. PROOF OF REGISTRATION WITH MS SECRETARY OF
STATE**

B. CERTIFICATE OF INSURANCE



Michael Watson
SECRETARY OF STATE

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 13th day of December, 2005, the State of Mississippi issued a Charter/Certificate of Authority to:

MIDAMERICA HEALTH INC.

That the state of incorporation is Indiana.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said MidAmerica Health Inc. is in good standing at this time.

Given under my hand and seal of office
the 29th day of April, 2020

A handwritten signature in black ink that reads "Michael Watson".

Certificate Number: CN20082045

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>



MIDAHEA-01

GLORIMARPEREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 8900 Keystone Crossing Suite 1200 Indianapolis, IN 46240	CONTACT NAME: PHONE (A/C, No, Ext): (317) 808-7272	FAX (A/C, No): (317) 972-7142	
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED MidAmerica Health Inc Etal 1499 Windhorst Way Suite 100 Greenwood, IN 46143	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : Ohio Casualty Insurance Company		24074
	INSURER C : Lloyds of London		A1122J
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP 0324434	8/31/2019	8/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ECP 0324434	8/31/2019	8/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXS 0032788	8/31/2019	8/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	XWO56769984	11/6/2019	11/6/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			W2445A190201	8/31/2019	8/31/2020	Claims Made/PerClaim 1,000,000
C	Professional Liab			W2445A190201	8/31/2019	8/31/2020	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Mississippi Department of Human Services Division of Youth Services
 660 North Street #200
 Jackson, MS 39202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE