

**Mississippi State Department of Health
Request for Proposal
To Establish An Emergency COVID-19
Case Investigation Center (CCIC)**



CLOSING LOCATION

**Mississippi State Department of Health
570 East Woodrow Wilson
Jackson, Mississippi 39216**

CLOSING DATE AND TIME

Proposals must be received by August 14, 2020, 5:00 PM CST.

RFP Coordinator

Melody Winston

Phone Number: 601-576-7725

Fax Number: 601-576-7497

Melody.Winston@msdh.ms.gov

**Mississippi State Department of Health
570 East Woodrow Wilson
Jackson, MS 39216
(601) 576-7725**

COVID-19 Case Investigation Center (CCIC)

INVITATION

Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until August 14, 2020 at 5:00pm (CST) for provision of services described below for the Mississippi State Department of Health (hereinafter “MSDH”).

BACKGROUND

MSDH is working urgently to mitigate the spread of COVID-19. Given the rising number of COVID-19 cases in Mississippi, and the continuing potential of increasing cases, the MSDH is seeking a qualified Contractor to perform COVID-19 case investigations and possibly contact management services to aide in the effort to stop further infection. Initial focus will be on outbound case investigation activities. As the COVID-19 caseloads are reduced, MSDH will direct the Contractor to appropriately re-direct staff to engage in outbound contact management activities.

MSDH investigation teams currently contact positive COVID-19 patients to conduct case investigations and place under isolation. These investigations generally involve gathering relevant clinical and case-related information required to complete the investigation, to include specific case information, exposure information and contact information necessary for subsequent contact tracing / monitoring efforts and generating MSDH isolation orders and quarantine letters. COVID-19 investigation efforts utilizing telephony or other communication methods.

The daily averages of newly reported acute cases of COVID-19 have exceeded the capacity of the systems and personnel resources available at MSDH. To expand case investigation and surveillance activities and to mitigate the spread of the virus, MSDH is interested in a Contractor to fill the increasing need for case and contact investigations. The contractor must demonstrate:

- Necessary project management, facilities, and technology infrastructure that supports the scope of work
- Experience with project implementation of similar projects and scope
- Experience in and capacity for implementing a scalable staffing model
- Understanding of the concepts, objectives, and differences between case investigation, contact tracing, and contact monitoring

SCOPE OF WORK

1. Establish a centralized COVID-19 Case Investigation Center to conduct COVID-19 outbound case investigations and contact management throughout the state of Mississippi.
 - a) Seven days a week / 8:00 a.m. to 8:00 p.m. Central Standard Time
 - b) Required internet bandwidth to support web-based data entry for all staff
 - c) Secure facility with adequate parking for all contracted staff

2. It is expected the Contractor will recruit and hire a minimum of 100 full time employees during operational hours who meet the qualifications listed in Appendix A of this proposal. Individual case investigators must close an average of 8 cases per day. A closed case is defined as: contacting/communicating with the case, collecting the appropriate case information, collecting the case's contacts, and sending the appropriate isolation and quarantine instructions. Once fully staffed, the CCIC must close an average of 800 closed cases per day. The CCIC will submit periodic staff performance status reports (e.g. daily, weekly, monthly) as defined by MSDH.

Additionally, the staffing model must include at least one (1) MSDH approved RN Team Lead on-site during Center operational hours. The CCIC must be fully staffed within 45 days from contract award. At a minimum the Staffing ramp-up plan should follow:

- 25% - 10 days from contract award
- 50% - 20 days from contact award
- 100% - 30 days from contract award

3. Work closely and coordinate appropriately with the **MSDH COVID-19 Workforce Development Team** to implement MSDH policies and practices that support:
 - a. staff on-boarding
 - b. adherence to MSDH system and workflow protocols
 - c. quality assurance efforts

4. Conduct case investigations of all assigned individuals confirmed with COVID-19 during the initial phase of implementation (case investigation).
 - a) All staff will adhere to the MSDH COVID-19 Case Investigation Training Document (Appendix B)
 - b) Will include efforts, materials, postage (if necessary) to notify cases (individuals) of MSDH Isolation / Quarantine instructions.

5. As appropriate, record all data collected in the following designated on-line, web-based electronic systems:
 - a) MSDH Disease Surveillance System (**NBS**)
 - b) MSDH Contact Tracing / Monitoring System (**Sara Alert**)

6. Adhere to all HIPAA guidelines and MSDH security and privacy policies and procedures. (Appendix C)

7. Adhere to social distancing guidelines defined by MSDH and CDC.

8. The Contractor will provide the needed infrastructure to utilize MSDH's current electronic, web-based surveillance systems.
9. The Contractor will perform all facility maintenance and upkeep, resulting in a safe and secure working environment for contracted staff.

PERIOD OF PERFORMANCE

The anticipated term of the contract is tentatively September 1, 2020 through August 31, 2021. No renewal terms will be included within this contract.

ORGANIZATIONAL CAPACITY

Personnel: Contractor must have the ability to support an ongoing hiring process according to the expressed timelines and meeting defined case closure metrics, following minimum qualifications listed in Appendix A of this proposal. MSDH expects all personnel to be located at the centralized facility. Any work-from-home models must first be approved by MSDH.

Telephony: Contractor must have experience with managing a Center using cloud-based software for managing Mississippi COVID-19 case investigations. The Contractor must have office capacity to employ the necessary staff while adhering to social distancing guidelines.

Equipment: The Contractor must have the necessary computer equipment and telephone capacity or will need to have the capability to rapidly acquire such, to meet the needs of the proposal based on the workforce timeline expressed in this funding opportunity. The contractor should also have the capacity to rapidly increase/decrease resources based on the pandemic and indicated need.

SUBMISSION OF PROPOSAL

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

1. **Proposal Cover Sheet** (Appendix D)
2. **Cost Form** (Appendix E)
3. **Reference Form** (Appendix F)
4. **Certifications and Assurances** (Appendix G)
5. **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
6. **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
7. **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
8. **Personnel:** Attach resumes of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service

- delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
9. **Detailed References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
 10. **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding, and any other requirements listed.
 11. **Additional data:** Provide any additional information that will aid in evaluation of the response.
 12. **Cost data:** Estimate the annual cost of the service. Facility costs must be identified separately. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

GENERAL INSTRUCTIONS

- 1) Inquiries regarding this Request for Proposal must be directed to:
Melody Winston, Director
Office of Communicable Diseases
Mississippi State Department of Health
570 East Woodrow Wilson
Jackson, MS 39215
(601) 576-7725
- 2) Proposals and attachments must be submitted to:
Melody Winston, Director
Office of Communicable Diseases
Mississippi State Department of Health
570 East Woodrow Wilson
PO Box 1700
Jackson, MS 39215
(601) 576-7725
- 3) Proposals shall be submitted and received at the above address/location no later than 5:00pm on August 14, 2020. Proposals received after the specified time and date, whether by US Postal Service, commercial deliver or hand delivery WILL NOT BE ACCEPTED.
- 4) Proposals should use Times New Roman, 12-point font and pages should be numbered. Submission parts should coincide with parts defined in this RFP.
- 5) Contractors should submit in writing one original and four copies sealed in an envelope and then placed into a second sealed envelope that is clearly marked:

Proposal
COVID-19 Case Investigation Center

PROPRIETARY INFORMATION

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

RFP EVALUATION CRITERIA

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. The intent of Mississippi State Department of Health in issuing this RFP is to award a vendor to the lowest and best bidder who meets specifications, considering price and other factors listed below.

Evaluation of the responses will be based on the following criteria:

Price – 35 points (35%)

Technical Factors (Proposed methodology) – 20 points (20%)

1. Does the offeror's proposal or qualification demonstrate a clear understanding of the scope of work and related objectives? – **5 points (5%)**
2. Is the offeror's proposal or qualification complete and responsive to the specific RFP or RFQ requirements? – **5 points (5%)**
3. Has the past performance of the offeror's proposed methodology been documented? – **5 points (5%)**
4. Does the offeror's proposal or qualification use innovative technology and techniques? – **5 points (5%)**

Cost Factors (Factors must be submitted separately from other factors unless specifically approved by the Public Procurement Review Board) – 20 points (20%)

1. Cost of goods to be provided or services to be performed; – **8 points (8%)**
 - a. Relative cost: How does the cost compare to other similarly scored proposals or qualifications? – **4 points (4%)**
 - b. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented? – **4 points (4%)**
2. Assurances of performance: – **8 points (8%)**
 - a. If required, are suitable bonds, warranties or guarantees provided? – **4 points (4%)**
 - b. the proposal or qualification include quality control and assurance programs? – **4 points (4%)**
3. Offeror's financial stability and strength: Does the offeror have sufficient financial resources to meet its obligations? – **4 points (4%)**

Management Factors (Factors that will require the identity of the offeror to be revealed must be submitted separately from other factors) – **25 points (25%)**

1. Project management: – **5 points (5%)**
 - a. How well does the proposed scheduling timeline meet the needs of the soliciting agency? – **2.5 points (2.5%)**
 - b. Is there a project management plan? – **2.5 points (2.5%)**
2. History and experience in performing the work: – **10 points (10%)**
 - a. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? – **2.5 points (2.5%)**
 - b. Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? – **2.5 points (2.5%)**
 - c. Does the offeror document industry or program experience? – **2.5 points (2.5%)**
 - d. Does the offeror have a record of poor business ethics? – **2.5 points (2.5%)**
3. Availability of personnel, facilities, equipment and other resources: – **5 points (5%)**
 - a. To what extent does the offeror rely on in-house resources vs. contracted resources? – **2.5 points (2.5%)**
 - b. Is the availability of in-house and contract resources documented? – **2.5 points (2.5%)**
4. Qualification and experience of personnel: – **5 points (5%)**
 - a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? – **2.5 points (2.5%)**
 - b. Does the offeror demonstrate cultural sensitivity in hiring and training staff? – **2.5 points (2.5%)**

The Evaluation Team will consist of five MSDH staff and contractors who have experience with current case investigation procedures and contact tracing activities.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Offeror

The offeror may be required before the award of any contract to show to the complete satisfaction of the MSDH that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a history and references in order to satisfy the MSDH regarding the offeror's qualifications. The MSDH may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the MSDH all information for this purpose that may be requested. The MSDH reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy the MSDH that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the offeror to perform the work or provide the service promptly or

- within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the offeror; and,
 - (4) the quality of performance of previous contracts or services.

1. **Step One:** Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.
2. **Step Two:** Proposals that satisfactorily complete Step One will be reviewed/analyzed to determine if the proposal adequately meets the needs of MSDH. Factors to be considered are as follows:
 - a) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Consideration will be given to the completeness of the response to the specific requirements of the solicitation. *(Critical)*
 - b) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. *(Very Important)*
 - c) The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. *(Important)*
 - d) A record of past performance of similar work. *(Critical)*
 - e) Price. *(Important)*
3. **Step Three:** The MSDH Director of Communicable Diseases or her designee will contact the offeror/proposer with the proposal which best meets MSDH's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

REQUIRED CLAUSES FOR PROCUREMENT

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's 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.

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.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MSDH 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 MSDH, the MSDH 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 MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH LAWS

Contractor understands that the [State] 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.

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>.

STOP WORK ORDER

- (1) *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:
 - (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (2) *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is 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:
 - (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,

- (b) 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.
- (3) *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.
- (4) *Adjustments of Price*: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

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:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both.
- (3) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

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.

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.

REPRESENTATION REGARDING CONTINGENT FEES

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

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*.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

ACKNOWLEDGMENT OF AMENDMENTS

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

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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 (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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

Any contract entered into between MSDH and a vendor/bidder shall include the required clauses found in **Appendix H** and those required by 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.

Appendix A: Qualifications

Site Manager

EXPERIENCE/EDUCATIONAL REQUIREMENTS:

A Bachelor's Degree from an accredited four-year college or university and at least 5 years' experience. The incumbent has performed supervisory and administrative work involving the responsibility for a program within a large agency. Incumbent is responsible for planning, promoting, coordinating, and directing the activities under their supervision. The work includes providing general and specific directions to employees supervised; maintaining proper relationships between the various units for which responsible; approving correspondence or reports; and making recommendations for improving efficiency. The work is performed within the framework of federal and/or state laws and regulations with considerable latitude for independent judgment in making decisions as to organization and operating procedures.

Registered Nurse

EDUCATIONAL REQUIREMENTS:

Certification\Licensure Requirements:

A valid license to practice as a Registered Nurse in the State of Mississippi.

Documentation Required:

Applicant must attach a valid copy of his/her license to practice as a Registered Nurse in the State of Mississippi.

Disease Intervention Specialist

EDUCATIONAL REQUIREMENTS:

A Bachelor's Degree from an accredited four-year college or university in public health, health education, biology, psychology, social work, sociology, political science, anthropology or a related field.

Appendix B: Sample Case Investigation Training Document

MSDH Mississippi Case Investigation Training Documents

First outbound contact notification must be initiated within 24 hours following contractor's receipt of communication of a positive result from MSDH.

For each positive COVID-19 result, contractor will engage in three (3) attempts to reach the individual within 48 hours

Section I. Case Interview/Investigation

- Once assigned to you, contact the case to begin investigation.
- Script: Hello, my name is _____ with the Mississippi State Department of Health. We have recently received a report from your provider that you tested positive for COVID-19. I would like to ask you some brief questions that will help us with the Mississippi COVID-19 response efforts in the state and provide information that will be used to prevent further infections.
- If the case is a child <18 or is hospitalized and/or unable to provide information for any other reason, then interview a family member.
- Fully complete the COVID-19 Case Investigation in Epi-Tracks (see Epi-Tracks Tutorial for locating and completing the case investigation). Priorities:
 - Confirm demographic information: Please pay attention to confirming patient name, DOB, race, ethnicity, address and county of residence. Obtain an email address.
 - Onset date: Verify date of onset of symptoms, to the specific date when symptoms first began.
 - Collection Date: Verify date the case was tested and the facility where the case was tested.
 - Exposure History: This is obtained by a detailed history of where the patient may have been in the 14 days prior to onset of illness. This includes detailed information about social exposures or events such as a party, church, funeral, concert, among others. Be as specific as possible to include specific name or place, date, location and whether known ill persons were in attendance.
 - Work History: Obtain specific details about the individuals work history, to include name and location and last date attended work. The case should notify their employer if they were working while infectious.
 - Long-term care: Identify if the case is a resident or employee of a long-term care facility or nursing home. A single case of COVID-19 in a long-term care resident or employee is considered an outbreak. Notify the Outbreak Team for the appropriate ERT region.
 - Contacts to the patient—

- i. Contact is defined as exposure to a case of COVID-19 within six feet of the case for 15 minutes or longer while the case is infectious.
 - ii. An individual is considered infectious from 48 hours prior to onset of symptoms (or 48 hours prior to the test collection date if the case never had symptoms) and up to 10 days after onset of symptoms (or 10 days after collection date if case never had symptoms).
 - iii. Close family or household contacts are the highest risk.
 - iv. Enter the names of the close contacts the case identifies in Epi-Tracks using the above criteria to identify contacts. At this time no further contact investigation is being conducted.
 - v. Email the case the “Instructions for Individuals with Coronavirus Disease 2019 (COVID-19) Exposure”(send by traditional mail if email unavailable) which asks the contacts to self-quarantine for 14 days after last exposure to the case while infectious, consider getting tested for COVID-19, monitor for symptoms and contact their provider if they develop symptoms.
 - vi. Contacts can continue working if their employer deems them essential and approves, they have no symptoms, are having symptoms/temperature monitored, and wear a mask at all times while working. Otherwise they are to remain quarantined at home for the full 14 days after last exposure.
- Email the case an Isolation Order (send by traditional mail if email unavailable). Inform the case they must remain isolated at home for 14 days from the date of onset of symptoms or date of test collection if no symptoms. They may return to work at 10 days after onset (or date of collection) if they have been fever free for 72 hours and their employer agrees. See Isolation Orders.
 - If at the time a case is interviewed it has been ≥ 14 days since the onset of illness, or date of collection if asymptomatic, then do not send the case an isolation order or instructions for their contacts.
 - When interviewing cases pay attention to recurring locations, workplaces, childcare facilities, long term care facilities, or events that may indicate clusters or outbreaks. Frequent outbreaks occur in nursing homes, church settings, social events, etc. Contact the Central Office Epi Team if you think you are identifying cases that may be related to an outbreak.

Section II. Definitions

- **Outbreak in Congregate/Residential Setting:** one case in an employee or resident of a congregate residential setting (e.g., long-term care facility, nursing home, ICF-IID, assisted living center, correctional facility or jail).
- **Outbreak in other settings:** ≥ 3 cases with an epidemiological link (in the same facility) over a 28-day period (two incubation periods). Examples of settings include church, social event, funeral, manufacturer (e.g., chicken processing plant, auto plant, or another large employer).

- Incubation Period: the time between exposure to an infected person and development of infection/symptoms. For COVID-19, the incubation period is 2-14 days, usually around 5 days.
- Infectious Period: length of time an infected person can spread infection. For COVID-19 the infectious period is 48 hours before onset of symptoms (or if no symptoms, 48 hours before date of test) to up to 10 days after onset (or collection date if asymptomatic).
- Case Classification: see separate document.
- Isolation: period to confine a case to prevent transmission of infection to others. Mississippi recommends home isolation for 14 days after onset (or collection date if asymptomatic) with at least 72 hours fever free.
- Quarantine: period to confine a contact at home during the incubation period to prevent pre-symptomatic or asymptomatic transmission. Quarantine period is 14 days from last exposure.

Section III. Case Classifications

Based on CSTE Case Definition available at <https://wwwn.cdc.gov/nndss/conditions/coronavirus-disease-2019-COVID-19/case-definition/2020/>

Cases are classified based on the type of test and the presence or absence of symptoms. See Test Information in Section IV for a description of the types of tests for COVID-19

Positive PCR Tests

Any individual with a positive PCR test, whether the individual is symptomatic or asymptomatic, should be classified as a Confirmed Case.

Positive Serology Tests

If a record has a positive serology lab result (noted by positive IgM or IgG or total antibody positive), then that individual should be interviewed, and the case investigation completed. The case classification will be based on the interview findings.

- Probable Case – If the patient reports symptoms within in the 14 days prior to the test that fit the criteria noted below, they will be a Probable Case. These cases should have a full case investigation. The case should be placed on an Isolation Order and they should distribute the Instructions for Individuals with Coronavirus Disease 2019 (COVID-19) Exposure documents.
 - At least two of the following symptoms: fever (measured or subjective), chills, rigors, myalgia, headache, or sore throat.
 - OR
 - At least one of the following symptoms: cough, shortness of breath, difficulty breathing, or new olfactory and taste disorder(s)
- Suspect Case - If the patient reports no symptoms (or symptoms that do not meet the criteria listed) and the patient denies any contact with a known COVID-19 case, then the patient will be classified as Suspect.

Positive Antigen Tests

If a record has a positive antigen lab, then that individual should be interviewed, and the case investigation completed. The case classification will be based on the interview findings.

- Probable Case - If the patient reports symptoms that fit the criteria noted below, they will be a Probable Case. These cases should have a full case investigation. The case should be placed on an Isolation Order and they should distribute the Instructions for Individuals with Coronavirus Disease 2019 (COVID-19) Exposure documents.

At least two of the following symptoms: fever (measured or subjective), chills, rigors, myalgia, headache, or sore throat.

OR

- At least one of the following symptoms: cough, shortness of breath, difficulty breathing, or new olfactory and taste disorder(s).
- Not a Case – If the patient reports no symptoms (or symptoms that do not meet the criteria below) and the patient denies any contact with a known COVID-19 case, then the patient will be classified as Not a Case.

Section IV. COVID-19 Testing Overview

- Viral testing—tests for the detection of SARS-COV-2 from clinical samples. Used for determining acute infection!
 - Nucleic acid amplification tests
 - i. Routinely called RT-PCR, PCR, Nucleic acid amplification tests, etc.—these tests detect viral RNA in respiratory samples (i.e., nasal swabs, NP swabs, etc.).
 - ii. Some Nucleic acid tests are point of care tests (meaning rapid tests). These tests are done onsite with results available in less than an hour
 - iii. Can be used for symptomatic and, if contact or to rule out infection, can be used on asymptomatic folks
 - iv. Can be used for pre-admission testing
 - v. If you have a positive PCR, and are symptomatic, you likely have acute infection
 - vi. If you have a positive PCR and are asymptomatic, you still likely have acute infection
 - vii. Testing positive=confirmed case
 - Antigen tests
 - i. Detect antigen to the virus from clinical samples (respiratory samples such as nasal, NP)
 - ii. Usually these are rapid test results through multiple platforms
 - iii. Most accurate on symptomatic people
 - iv. Can also be used for screening but best used when someone is symptomatic
 - v. If positive, then likely positive.
 - vi. If symptomatic and negative, and the clinician considers COVID as cause of symptoms, an RT-PCR is recommended

- vii. Positive + symptoms = probable
- o Serology (antibody testing)
 - i. Detects antibodies produced in response to COVID-19
 - ii. May be IgM, IgG or total antibody
 - iii. Can take anywhere from 1-3 weeks after exposure or infection to develop antibodies to SARS-CoV-2
 - iv. Not used as sole basis for determining acute infection or for individual diagnosis of infection
 - v. Help determine if a person has been previously infected.
 - vi. Uncertain if presence of antibodies confers immunity
 - vii. Best use is for determination of the proportion of a population previously infected through seroprevalence surveys.
 - viii. Serology positive + symptoms = probable

Resources

- https://www.cdc.gov/coronavirus/2019-ncov/hcp/testing-overview.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fhcp%2Fclinical-criteria.html
- <https://www.whitehouse.gov/wp-content/uploads/2020/05/Testing-Guidance.pdf>
- <https://www.cdc.gov/coronavirus/2019-nCoV/lab/guidelines-clinical-specimens.html>

Appendix C: HIPAA guidelines and MSDH security and privacy policies and procedures.

https://msdh.ms.gov/msdhsite/_static/resources/8507.pdf MSDH Security and Privacy Manual

Appendix D: Proposal Cover Sheet

The Mississippi State Department of Health (MSDH) is seeking a qualified Contractor to perform COVID-19 case investigations and contact management services to aide in the effort to stop further infection throughout the state of Mississippi.

Proposals are to be submitted as listed below, on or before **August 14, 2020, 5:00 PM CST**.

PLEASE MARK YOUR ENVELOPE:

RFP #2875
Due Date: August 14, 5:00 PM CST
Mississippi State Department of Health
Attention: Melody Winston
570 East Woodrow Wilson
Jackson, Mississippi 39216
SEALD BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

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 Invitation for Bids? _____

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 the region, how will you supply call/contract investigation services to agencies in the region? _____

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 Invitation for Bids. _____

For how many customers has your company provided call/contract investigation services in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer. _____

What is the largest customer your company has provided call/contract investigation services for in the past two (2) years? Please include the annual amount of the billing. _____

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

Appendix E

Cost Form for Services

The pricing must include ALL associated costs with no additional or hidden fees, and it must be inclusive of, but not limited to the following:

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

Total Cost: _____

Average Cost per Employee: _____

Anticipated No. of Employees: _____

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 Request for Proposals, RFP #2875 and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals, RFP #2875 and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, RFP #2875, and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Appendix E**; 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 Request for Proposals.

7. That the company understands that should an amendment to this RFP be issued, it will be posted on the MSDH website (www.msdh.ms.gov) in a manner that all proposers will be able to view. Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on this form. The acknowledgment must be received by MDRS by the time and at the place specified for receipt of proposals. It is the company's sole responsibility to monitor the website for amendments to the RFP.

I acknowledge receipt of _____ (add number) amendments to this RFP.

Company Name: _____

Printed Name: _____

Signature/Date: _____

Appendix F

References

Reference 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Appendix G

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/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.

2. REPRESENTATION REGARDING GRATUITIES

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

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation **have/have not** 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 price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title:

Signature/Date:

Note:** Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Appendix H

MISSISSIPPI STATE DEPARTMENT OF HEALTH CONTRACT FOR PROFESSIONAL SERVICES

1. Parties. This contractual agreement is entered into by and between the Mississippi State Department of Health (hereinafter “MSDH” or “Agency”) and [Company Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MSDH to engage Contractor to provide certain professional services.
3. Period of Performance. This contract will become effective for the period beginning August [Day], 2020 and ending on June 30, 2021, upon the approval and signature of the parties hereto.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Attachment A, captioned “General Terms and Conditions”, attached hereto and incorporated herein.
5. Acknowledgements and Special Terms. This contract is hereby made subject to the terms and conditions included in Attachment B, captioned “Acknowledgements and Special Terms”, attached hereto and incorporated herein.
6. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Attachment C, captioned “Services and Compensation”, and Attachment D, captioned “Statement of Work”, which are attached hereto and made a part hereof by reference.
7. Consideration. As consideration for the performance of the services referenced above, MSDH agrees to compensate Contractor as provided in Attachment C.
8. 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 MSDH: Thomas Dobbs, MD, MPH, State Health Officer
Mississippi State Department of Health
Post Office Box 1700
Jackson, Mississippi 39215-1700

[with Copy to Rebecca Henley, HR Policy and Compliance Director]

For the Contractor: [Name of Authorized Signer], [Title]
[Company Name]
[Mailing Address]
[City], Mississippi [Zip Code]
[Email Address]
[Phone Number]

Any other correspondence concerning this agreement (invoices, technical/programmatic matters, etc.) shall be directed as follows:

For MSDH: [Name of MSDH Employee], [Title]
Mississippi State Department of Health
[Mailing Address]
[City], [State] [Zip Code]
[Email Address]@msdh.ms.gov

- 9. Entire Agreement. This document and all incorporated attachments constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE By: _____
Thomas Dobbs, MD, MPH
State Health Officer
Mississippi State Department of Health

DATE By: _____
[Name of Authorized Signer], [Title]
[Company Name]

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

1. Assignment and Receipt of Amounts Payable. This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:
 - a. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
 - b. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
2. 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.
3. 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.
4. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
5. Attorneys' 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.

6. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
7. Availability of Funds. It is expressly understood and agreed that the obligation of the Mississippi State Department of Health (MSDH) 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 MSDH, MSDH shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
8. Compliance with Laws. Contractor understands that the Mississippi State Department of Health (MSDH) 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.
9. Confidential Information. Confidential Information shall be defined as (1) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and (2) all materials, documents, data and information which the Contractor acquires as a result of its contact with and efforts on behalf of MSDH, and any other information designated in writing as confidential by MSDH or the State of Mississippi.

Each party to this contract agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any

liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of MSDH shall result in the immediate termination of this contract.

10. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MSDH 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 MSDH pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MSDH shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MSDH shall not be liable to the Contractor for disclosure of information required by court order or required by law.
11. 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.*
12. 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; is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (3) is independently developed by the recipient without any reliance on confidential information;
 - (4) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (5) is disclosed with the disclosing party’s prior written consent.
13. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MSDH and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a

dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.

14. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
15. 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;
 - 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.

16. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MSDH, 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 MSDH may have.
17. Failure to Enforce. Failure by MSDH 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 MSDH to enforce any provision at any time in accordance with its terms.

18. 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.
19. 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.

20. Indemnification.

- a. If Contractor is another agency or entity of the State of Mississippi, the following shall apply:

Contractor’s tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

- b. For all other Contractors, the following shall apply:

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.

21. 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 MSDH, and MSDH shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MSDH 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, MSDH shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
22. 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.
23. 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.
24. Non-Discrimination for HIV/AIDS. As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.
25. Ownership of Documents and Work Papers. MSDH 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 MSDH 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 MSDH and subject to any copyright protections.

Additionally, Contractor assures that any and all information regarding clients of MSDH will be kept strictly confidential and will become the property of MSDH. Contractor assures that MSDH shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MSDH.

Paper documents and electronic devices and media containing Personally Identifiable Information must be returned or, if approved by MSDH, destroyed in a preapproved manner. Contractor agrees to contact MSDH for further guidance on approved methods on destroying electronic devices and related media.

26. 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.
27. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate Federal and/or State laws and subject the Contractor to penalties.
28. 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 www.dfa.ms.gov.
29. 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 (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. Unless mandated by federal or state law for

a longer retention period, all records related to this agreement that contain, or are associated with, protected health information (PHI) shall be retained by Contractor for at least six (6) 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 six (6) 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 six (6) year period, whichever is later.

30. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MSDH, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MSDH. The rights of MSDH are in addition and without prejudice to any other right MSDH may have to claim the amount of any loss or damage suffered by MSDH on account of the acts or omissions of Contractor.
31. Reimbursement. MSDH agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, MSDH agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to MSDH no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for MSDH to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:
 - a. Reimbursement in excess of the amount budgeted for any item; or
 - b. Reimbursement of items not included in the budget; or
 - c. The transfer of monies between items within the budget.

It is agreed by both parties that no reimbursement will be made by MSDH until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by MSDH.

32. 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 MSDH 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 MSDH for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MSDH 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 MSDH 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.

33. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by MSDH, 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. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of six (6) years after final payment if such records contain, or are associated with, PHI. These records shall be made available during the term of the contract and the subsequent six (6) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
34. 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.
35. 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.
36. 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.
- d. *Adjustments of Price:* If permissible, any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

37. Termination for Convenience.

- a. *Termination.* The Agency Head 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 Agency Head 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 Agency Head 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.

38. 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 Agency Head 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 Agency Head 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head 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 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.
- 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 Agency Head 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 progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head 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 Agency Head 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 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," in cost-reimbursement contracts, "Termination"). (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.
39. Termination upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi State Department of Health 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.
40. 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.
41. 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.
42. 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.
43. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by MSDH 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 MSDH, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MSDH shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
44. 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.

ATTACHMENT B: ACKNOWLEDGEMENTS AND SPECIAL TERMS

The following acknowledgements and conditions shall be made a part of this agreement:

CONFLICT OF INTEREST. To the best of his or her knowledge, Contractor certifies that no MSDH employee, or spouse, parent or child of an MSDH employee, serves as a member of its governing body, project staff or has an ownership or pecuniary interest in the Contractor. Contractor agrees that should this condition change during the period of this contract, Contractor shall notify MSDH within 30 days. Notification should be sent by certified mail to the following:

Mississippi State Department of Health
Attention: MSDH Legal Department
Post Office Box 1700
Jackson, Mississippi 39215-1700

Furthermore, Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias.

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.

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

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.

ATTACHMENT C: SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with Emergency COVID-19 Case Investigations and Contact Tracing services in accordance with the requirements set forth in RFP No. [#####] as well as below. Services shall include, but not be limited to the following:

1. Establish a centralized, Mississippi-based COVID-19 Case/Contact Investigation Center to conduct COVID-19 outbound case investigations and contact management throughout the state of Mississippi.
 - a) Seven days a week / 8:00 a.m. to 8:00 p.m. Central Standard Time
 - b) Required internet bandwidth to support data entry for all staff
 - c) Secure facility with adequate parking for all contracted staff
2. Recruit and hire up to 100 staff who meet the qualifications listed in Appendix A of this proposal. Additionally, the staffing model should include at least one MSDH approved (1) RN Team Lead to be available during Center operational hours.
 - a. Staffing plan:
 - 25% - August 15, 2020
 - 50% - August 31, 2020
 - 75% - September 15, 2020
 - 100% - September 30, 2020
3. Work closely and coordinate appropriately with the MSDH COVID-19 Workforce Development Team to implement MSDH policies and practices that support:
 - d. Staff on-boarding
 - e. System and workflow protocols
 - f. Quality Assurance
4. Submit periodic (daily, weekly) staff performance status reports as defined by MSDH
5. Conduct case investigations of all assigned individuals confirmed with COVID-19 during the initial phase of implementation.
 - a) All staff will adhere to the MSDH COVID-19 Case Investigation and Contact Management Workflow
6. Record all data collected in the following designated on-line, web-based electronic systems:
 - a) MSDH Disease Surveillance System (NBS)
 - b) MSDH Contact Tracing / Monitoring System (Sara Alert)
7. As appropriate, conduct contact tracing / monitoring, which is the systematic identification, outreach and monitoring of all persons who might have been exposed to a person diagnosed with COVID-19 as directed by MSDH.
8. Adhere to all HIPAA guidelines and MSDH security and privacy policies and procedures.
9. Adhere to social distancing guidelines defined by MSDH and CDC.
10. First outbound contact notification must be initiated within 24 hours following contractor's receipt of communication of a positive result from MSDH.

11. For each positive COVID-19 result, contractor will engage in three (3) attempts to reach the individual within 48 hours.
12. The Contractor will provide the needed infrastructure to utilize MSDH's current electronic, web-based surveillance systems.
13. The Contractor will perform all facility maintenance and upkeep, resulting in a safe and secure working environment for contracted staff.

COMPENSATION

In furtherance of the performance of the services referenced above, MSDH agrees to compensate the Contractor at the rates and amounts submitted in response to RFP No. [#####]. Rates and purchases under this Agreement shall be subject to any limitations contained in Attachment D. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with applicable conditions, requirements and restrictions of federal, state and local laws. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified amount of [XXXXX] Dollars and [XXXXX] Cents (\$[XX,XXX.XX]).

The Contractor shall invoice MSDH monthly as needed. The final invoice to MSDH shall be sent within thirty (30) days after the Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses. MSDH will pay all invoices within forty-five (45) days following the approval of the same. All invoices should be submitted to the following:

[Name], [Title]
Mississippi State Department of Health
[Post Office Box XXXX]
[City], Mississippi [Zip Code]
[email@MSDH.ms.gov]

It is expressly understood and agreed that, while the amount noted above is based on an estimated budget and may be subject to change, in no event will the total compensation to be paid hereunder exceed the specified amount of \$[XX,XXX.XX].

ATTACHMENT D: STATEMENT OF WORK

Contractor's services shall be in accordance with the attached documentation submitted to MSDH as a proposal in response to RFP No. [#####]. A reasonable allowance for contingencies shall be included for market conditions at the time of the written quote and for unanticipated changes required in the work of this project.

[Attach a copy of Contractor's RFP Proposal.]

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