



Christopher Freeze
Executive Director

REQUEST FOR PROPOSALS (RFP)

RFP Number: 20191101 CSELS

RFx Numbers: 3180000913/3120001852

To Provide: Child Support Enforcement Legal Services

Issue Date: November 1, 2019

CLOSING LOCATION

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

PROPOSAL COORDINATOR

Bryan C. Wardlaw, Chief Procurement Officer
Telephone: (601) 359-4500
E-Mail: Bryan.Wardlaw@mdhs.ms.gov

CLOSING DATE AND TIME

Proposals must be received by December 12, 2019, 2:00 PM, CT

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SECTION 1

1.1 Proposal Acceptance Period

Respondents shall submit one (1) original, signed proposal and seven (7) copies in a sealed envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of proposals:

**MDHS Procurement Services
RFP #20191101 CSELS
200 South Lamar Street
Jackson, Mississippi 39201**

The seven (7) copies MUST meet the following requirements:

- Three (3) physical copies of the original signed proposal;
- Three (3) physical copies of the proposal containing NO IDENTIFYING INFORMATION; and
- One (1) electronic copy of the original signed proposal on a USB Flash Drive in a searchable Adobe Acrobat (PDF) format.

Timely submission is the responsibility of the Respondent. Proposals received after the specified time shall be rejected and retained unopened as part of the procurement file. The envelope or package shall be marked with the proposal opening date and time, and the number of the request for proposals. The time and date of receipt shall be indicated on the envelope or package by MDHS staff. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. MDHS reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDHS may request the Respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

RFP Issue Date:	November 1, 2019
Deadline for Written Questions and Requests for Clarification to MDHS:	November 14, 2019, 5:00 PM, CT
Anticipated Posting of Written Answers:	November 21, 2019
Proposal Submission Deadline:	December 12, 2019; 2:00 PM, CT
Proposal Opening:	December 12, 2019; 3:00 PM, CT
Mandatory Presentation:	January 9, 2020
Anticipated Award Notification:	January 31, 2020
Anticipated Post Award Debriefing Request Due Date:	February 5, 2020; 5:00 PM, CT
Anticipated Post Award Debriefing Held By Date:	February 10, 2020; 5:00 PM, CT
Anticipated Protest Deadline Date:	February 7, 2020; 1:00 PM, CT

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

1.1.2 Rejection of Proposals

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MDHS. Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1.1.2.1 The proposal contains unauthorized amendments to the requirements of the RFP.
- 1.1.2.2 The proposal is conditional.
- 1.1.2.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 1.1.2.4 The proposal is received late. Late proposals will be maintained unopen in the procurement file.
- 1.1.2.5 The proposal is not signed by an authorized representative of the party.
- 1.1.2.6 The proposal contains false or misleading statements or references.
- 1.1.2.7 The proposal does not offer to provide all services required by the RFP.

1.2 Expenses Incurred in Preparing Offers

MDHS accepts no responsibility for any expense incurred by the Respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Respondent.

1.3 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 Sections 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. The Respondent shall submit a completed Proprietary Information Form, attached to this RFP as Attachment C.

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government.

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

If the Respondent is not already registered as a supplier in MAGIC, the Respondent should register as a supplier with the State of Mississippi. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

1.7 Competitive Proposals

Discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDHS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.8 Additional Information

All questions and requests for clarification concerning this procurement document must clearly identify the specified paragraph and be submitted in writing to Bryan C. Wardlaw at Bryan.Wardlaw@mdhs.ms.gov **AND** Wendy.Wilson@mdhs.ms.gov by the deadline reflected in Section 1.1.1. MDHS will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by MDHS. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document. At no time shall any Respondent or its personnel contact, or attempt to contact, any MDHS staff regarding this RFP except in writing addressed to the contact person as set forth and in the manner prescribed in this section.

Acknowledgement of Amendments: Should an amendment to the RFP be issued, it will be posted on the MDHS website (<http://www.mdhs.ms.gov>) in a manner that all Respondents will be able to view. Further, Respondents must 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 the amendment, or by letter. The acknowledgment should be received by MDHS by the time and at the place specified for receipt of proposals as reflected in Section 1.1.1. It is the Respondent's sole responsibility to monitor the website for amendments to the RFP.

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

1.9 Type of Contract

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

1.10 Written Proposals

All proposals shall be in writing.

SECTION 2

2.1 Purpose

The purpose of this RFP is to solicit written proposals for the hiring of a qualified Respondent who can most effectively and cost efficiently provide Child Support Enforcement services for Title IV-D cases administered through MDHS, Division of Child Support Enforcement (DCSE), an agency of the State of Mississippi. It is MDHS' intent to evaluate and award a single contract for Child Support Enforcement Services, based upon proposal(s) received, for all eighty-two (82) counties in the State of Mississippi. It is understood that any contract resulting from this RFP will require approval by MDHS, MS Attorney General's Office and the MS State Personnel Board. If any contract resulting from this RFP is not approved by MDHS, MS Attorney General's Office and MS State Personnel Board, it is void and no payment shall be made.

The child support program, established by Congress in 1975 as Title IV-D of the Social Security Act, mandates that states enact laws and carry out required functions to ensure that legally responsible persons, to the best of their ability, contribute toward the support of their children. The program serves both children in families receiving cash welfare grants, TANF (Temporary Assistance for Needy Families), which provides relief to taxpayers by reducing welfare costs, and children in non-welfare families, regardless of family income level, thus preventing such families from future dependence on welfare. Child support collected on behalf of TANF families is shared by the Federal and State governments to reimburse those governments for TANF public assistance payments previously made to the family. Child support collected for non-TANF families is distributed to these families to help them remain self-sufficient.

MDHS, DCSE, operates the Child Support program for the State of Mississippi. Mississippi Code Annotated Section 43-19-31 et seq. (1972) authorizes the Division of Child Support to operate the program. The child support program in Mississippi is state administered. Currently, all eighty-two (82) counties are served by a contractor who operates twenty-five (25) offices across the state, which include two (2) case processing centers and a customer service center.

The mission of the DCSE is to provide the ability for non-custodial parents (NCP) to contribute to the support of their children by making regularly scheduled support payments, allowing the custodial parent (CP) to better provide for the needs of their children through regular, uninterrupted support. One of the ways this is accomplished is by ensuring that legally responsible persons, to the best of their ability, contribute toward the support of their children.

The Respondent shall operate a child support program which complies with the standards set forth in:

- This RFP/Contract;
- Title IV-D of the Social Security Act, as amended;
- Title 45, Code of Federal Regulations;

- Mississippi State law and regulations;
- Mississippi Rules of Civil Procedure, Mississippi Rules of Court, and Local Rules of Court; and
- MDHS program policies, procedures and directives.

All State audits and reviews will be conducted under the standards set forth in the documents listed above. Failure to comply with the standards in these documents may result in contract termination. Respondent shall, on its own initiative and at its own cost, keep fully informed about all Federal and State laws, all regulations and all orders and decrees from bodies or tribunals having any jurisdiction or authority that in any way affects those engaged or employed in child support legal services, or in any way affects the conduct of child support legal services.

Federal and State statutes and regulations govern the program. These mandates set performance standards for quantity and quality of work. Failure to meet these requirements may result in large penalties to the State. Certain other legal responsibilities are established, such as duties of confidentiality. **The potential Contractor shall be subject to these same requirements and will assume liability for Federal or State penalties due to potential Contractor performance issues or breach of confidentiality requirements as determined by MDHS.**

2.2 Definitions

- 2.2.1 Abandoned Call:** A call which has been received by the IVRS and transferred to a CSR, but the call is terminated by the originator of the call before it is answered by a CSR.
- 2.2.2 ARC:** Additional Resource Capacity-An additional full-time equivalent person to be added to the contract's team to provide services under this contract.
- 2.2.3 Call Script:** A dialog scenario to be used in a telephone interaction situation. It is written words or standard messages to be delivered to a client on the phone by the Respondent's CSRs.
- 2.2.4 Case Closure Criteria:** See 45 CFR 303.11 et seq. and MDHS Child Support Policy Manual Volume VI (<https://www.mdhs.ms.gov/wp-content/uploads/2019/10/Child-Support-Manual-Revised-9.26-1.pdf>)
- 2.2.5 Cases Paying Toward Arrears:** The total number of open Title IV-D cases in which past due child support was collected divided by the total number of open Title IV-D cases with child support arrearages due.
- 2.2.6 Cases with Support Orders:** The total number of open Title IV-D cases with child support orders established divided by the total number of open Title IV-D cases.
- 2.2.7 Central Office:** The Mississippi Department of Human Services central office located at 200 South Lamar Street, Jackson, MS 39201.
- 2.2.8 Child Support Enforcement Program Manual:** Refers to the Policy and Procedure Manual for the IV-D program.
- 2.2.9 CP:** Custodial Parent.
- 2.2.10 Contract:** The agreement which results from this RFP between the winning Respondent and the Mississippi Department of Human Services.

- 2.2.11 **CSC:** The Customer Service Center that supports DCSE and DCSE clients pursuant to the scope of services as described in this RFP.
- 2.2.12 **CSENet:** Child Support Enforcement Network (CSENet) facilitates the electronic transfer of child support information among state child support systems.
- 2.2.13 **CSEO:** Child support enforcement officer.
- 2.2.14 **CSR:** The Respondent's Customer Service Representatives who receive and handle calls from the IVRS.
- 2.2.15 **CSS:** The Respondent's Child Support Specialists who conduct case management tasks on DCSE cases.
- 2.2.16 **Current Child Support Distributed:** The total amount of current child support distributed on Title IV-D cases divided by the total amount of current child support due on Title IV-D cases.
- 2.2.17 **DCPS:** The Mississippi Department of Child Protection Services.
- 2.2.18 **DCSE:** The Division of Child Support Enforcement within the Mississippi Department of Human Services.
- 2.2.19 **EA:** Division of Economic Assistance within the Mississippi Department of Human Services.
- 2.2.20 **Federal Data Reliability Audit:** See 45 CFR 305, et seq.
- 2.2.21 **FIDM:** Financial Institution Data Match.
- 2.2.22 **FPLS:** Federal Parent Locator System.
- 2.2.23 **Full-time Equivalent (FTE):** a measure of staffing that is equal to a single employee working 40 hours per week for the Respondent.
- 2.2.24 **IV-A:** Refers to the TANF program authorized in the Social Security Act (Title IV-A).
- 2.2.25 **IV-D:** Refers to the Child Support Enforcement program authorized in the Social Security Act (Title IV-D).
- 2.2.26 **IV-E:** Refers to the Foster Care program authorized in the Social Security Act (Title IV-E).
- 2.2.27 **IV-D Case:** A parent (mother, father, putative father) who is now or eventually may be obligated under law for the support of a child or children receiving services under the State Title IV-D program. A parent is reported as a separate IV-D case for each family with a dependent child or children that the parent may be obligated to support. If both parents are absent and liable or potentially liable for support of a child or children living with a relative or caretaker receiving services under the Title IV-D program, each parent is considered a separate IV-D case.
- 2.2.28 **IVRS:** A system that allows clients to call into an automated account inquiry process that provides information based on responses to prompts. The IVRS will be provided by MDHS or an MDHS approved vendor.
- 2.2.29 **Non-TANF:** CSE services provided on behalf of children not receiving TANF benefits.
- 2.2.30 **MEC:** Mississippi Electronic Courts.
- 2.2.31 **METSS:** Mississippi Enforcement and Tracking of Support System.
- 2.2.32 **MDHS:** The State of Mississippi, Department of Human Services referred to in this RFP document as "MDHS".
- 2.2.33 **NCP:** Non-Custodial Parent.

- 2.2.34 OCSE:** The Federal Office of Child Support Enforcement as designated by Title IV-D of the Social Security Act.
- 2.2.35 PEP:** Paternity Establishment Percentage - the total number of children in open Title IV-D cases at the end of the fiscal year with paternity establishment or acknowledgment divided by the total number of children in open Title IV-D cases as of the end of the preceding fiscal year who were born out of wedlock.
- 2.2.36 Referral:** The submission of a case, related to a specific individual or family unit, by MDHS, to the Respondent for initiation of action by the Respondent. Case referrals are at the sole discretion of MDHS and may be withdrawn by MDHS at any time.
- 2.2.37 Respondent:** A vendor as defined in Section 2.2.43 providing services to MDHS in accordance with the terms of the contract which results from this RFP.
- 2.2.38 RRC:** Reduced Resource Capacity-One fewer full-time equivalent person to be removed from the Respondent's team providing services under this contract.
- 2.2.39 SDU:** State Disbursement Unit (formerly known as CRDU).
- 2.2.40 SNAP:** Supplemental Nutrition Assistance Program.
- 2.2.41 TANF:** Temporary Assistance for Needy Families, (replaced AFDC).
- 2.2.42 Transition:** The period of time from the award of contract to the operational date for services.
- 2.2.43 Turnover:** Refers to requirements committed to by the Respondent to achieve continuation of child support legal services until MDHS or a successor contractor can assume those services either at the end of the contract term, loss of funding, or termination of the contract by MDHS. This also includes the development of an orderly plan to transfer operations to MDHS or a successor contractor.
- 2.2.44 Vendor:** A legally qualified corporation, partnership, sole proprietor, or other legal entity qualified to practice law in Mississippi submitting a proposal to MDHS pursuant to this RFP.
- 2.2.45 WIOA:** Workforce Innovation and Opportunity Act.

2.3 Scope of Services

MDHS welcomes any and all innovative ideas and options (e.g. new technology, streamlining processes) to be included throughout the Respondent's responses to this RFP in addition to the requirements contained herein.

Certain specifications within this RFP are identified as "MANDATORY." Respondents are disallowed from taking exception to these mandatory specifications, and proposals that do not meet all requirements of each mandatory specification are subject to immediate disqualification at the sole discretion of MDHS.

MANAGEMENT FACTORS – Expertise to Perform

2.3.1 MANDATORY. The Respondent **shall explain in detail** its ability to establish office(s), as further set forth in this RFP with MDHS approval, and **shall explain in detail** its ability to perform the following child support legal services, including but not limited to:

- 2.3.1.1** Provide and accept applications and referrals (EA, Medicaid, DCPS) in accordance with Federal guidelines, including from non-custodial parents.
- 2.3.1.2** Locate parents when necessary and provide appropriate documentation.
- 2.3.1.3** Timely open and appropriately close all cases in compliance with Federal regulations.
- 2.3.1.4** Verification of existing order.
- 2.3.1.5** Intake and client interviews.
- 2.3.1.6** Verification of address and employment.
- 2.3.1.7** Preparation of all paperwork necessary for the case, on the system, at all stages of the case.
- 2.3.1.8** Preparation of any paperwork necessary for the case throughout the life of the case.
- 2.3.1.9** Seeking agreed orders.
- 2.3.1.10** Establishing paternity, current support, medical support, reimbursement judgments.
- 2.3.1.11** Work with the current MDHS genetic test contractor to train employees, obtain samples, and track results.
- 2.3.1.12** Coordination of any appellate work with DCSE Office.
- 2.3.1.13** Timely coordination with DCSE Office in response to any complaints received in accordance with this RFP.
- 2.3.1.14** Enforcing obligations (including but not limited to child support, spousal support, medical support, reimbursement judgments, etc., regardless of program type).
- 2.3.1.15** Establishing other judgments as required by this contract.
- 2.3.1.16** Scanning all paper documents into the MDHS document imaging system database according to MDHS policy and maintaining physical case file in accordance with MDHS policy.
- 2.3.1.17** Seeking modification of child support and medical support obligations.
- 2.3.1.18** Responding to calls, including all calls transferred from the MDHS approved IVRS, letters or other written requests, and providing information to clients about the status of the case, communicating realistic expectations to clients based on next actions needed, as to when to expect resolution, and how the client will receive said information, and escalating as necessary.
- 2.3.1.19** Initiating calls to NCPs for employment and payments to CP for information and to employers to inquire on the status of payments.
- 2.3.1.20** Facilitating payments to the SDU (e.g. by mail).
- 2.3.1.21** Safeguarding information in accordance with the IRS Publication 1075, OCSE Security requirements, and MDHS Security Requirements.
- 2.3.1.22** Full case management (including but not limited to financial account management, arrears calculation, case reviews, etc.).
- 2.3.1.23** Operating service points for clients to be met in person and to submit applications.
- 2.3.1.24** Communicate with all necessary MDHS staff regarding good cause and non-cooperation of CPs.
- 2.3.1.25** Cooperate with MDHS staff regarding MDHS's quality assurance/self-assessment of statewide caseloads for compliance with Federal regulations, State statutes and MDHS program policy.
- 2.3.1.26** Cooperating with other county/regions regarding case transfers according to MDHS policy.
- 2.3.1.27** Access METSS, interpret screens, update screens with addresses,

employers, attorneys, genetic testing, court orders, etc., and enter case log narrations to document contact with customers and provide case management updates.

2.3.1.28 Communicate with State and MDHS staff when necessary and forward case and customer information when necessary via e-mail or other electronic transmission for further processing. and

2.3.1.29 Accurately respond to inquiries in a professional and courteous manner and with a high degree of respect. If the initial response is found to be erroneous by the Respondent and/or MDHS, within twenty-four (24) hours of identification of the error, the Respondent shall send a corrected response to the inquirer via telephone or correspondence. Responses are not accurate when the Respondent fails to:

2.3.1.29.1 Adhere to the Customer Service Scripts;

2.3.1.29.2 Provide accurate, complete information to Customers;

2.3.1.29.3 Properly update all MDHS action log events and information;

2.3.1.29.4 Properly redirect Customers;

2.3.1.29.5 Properly provide Customer Information; and

2.3.1.29.6 Mail requested materials within established time frames.

2.3.1.30 Handle all incoming online, fax, email, and other correspondence received and respond appropriately. Examples of correspondence include, but are not limited to, housing authority requests regarding the amount of child support received by a CP, requests from employers, and the Social Security Administration for arrears balances for lump sum payments, requests and transmittals from other IV-D agencies.

2.3.1.31 Cooperating with the Attorney General's Office on felony non-payment of child support cases.

2.3.1.32 Employ trained staff to handle child support inquires and casework. Cross training staff is encouraged.

2.3.1.33 Handle incoming USPS mail as designated by MDHS, which includes, but is not limited to, receiving mail through the use of a post office box, scanning mail into the proper system, updating METSS appropriately and updating any other system that should be updated.

2.3.2 **MANDATORY.** The Respondent shall provide adequate staffing for all services to be performed under the resulting contract. "Adequate staffing" is defined as four hundred thirty-one (431) full-time equivalent positions employed by the Respondent. This number may be reduced at the discretion of MDHS. The vacancy rate for full-time staff shall not fall below 90% percent of the FTEs over any three (3) month period during the contract term. The Respondent's staffing plan shall be submitted in writing for MDHS's consideration and prior written approval. Any changes to the approved staffing plan during this contact period shall be submitted in writing for the State's consideration and prior written approval.

2.3.3 Perform all inherent and related functions not specifically mentioned in this RFP or resulting contract, which are inherent in the requirements described within this RFP and/or those requirements inherent with providing Child Support Case Management, Customer Service, and Legal Services.

2.3.4 All activities shall comply with Title IV-D of the Social Security Act, as amended; 45 Code of Federal Regulations; Mississippi Code Annotated; Mississippi Rules of Court, Local Rules of Court, and MDHS program policy. Any amendments to these governing parameters shall be incorporated automatically.

2.3.5 Workflow/Case Management Responsibilities:

Respondent shall describe its ability to provide a workflow/case management system which shall be capable of centralizing casework, evaluating quantity and quality of casework, and providing data on such requirements. Respondent shall provide system access and access to data analytics and dashboards to any MDHS staff designated by the IV-D Director. Access shall be given to MDHS staff at a level deemed appropriate by the IV-D Director to include the same access as the lead Project Manager on the Mississippi project.

TECHNICAL FACTORS – Performance Capability

2.3.6 General Purpose and Responsibilities: Respondents shall describe in detail its ability to meet the following requirements:

2.3.6.1 Upon the effective date of this contract, Respondent shall accept all cases throughout the State associated with this contract.

2.3.6.2 The Respondent and Respondent attorneys shall legally represent the State of Mississippi Executive Director of MDHS as their client and shall zealously represent the interests of the Executive Director of MDHS in judicial or other MDHS designated hearings, including appeals, in a manner consistent with the provisions of the Mississippi Rules of Professional Conduct. In this regard, the Respondent agrees to bring all court actions in the name of the State of Mississippi or as provided by MDHS.

2.3.6.3 The Respondent shall consult with MDHS concerning potential settlements outside the parameters defined by MDHS and affecting the rights of the State. MDHS may approve or disapprove all compromise settlements.

2.3.6.4 The Respondent shall notify, within two (2) working days, and consult with MDHS concerning all adverse judicial or any other type, rulings in order to determine appropriate remedies to be sought, including appeal by the Respondent or MDHS. The Respondent shall be liable for any costs or fees assessed against MDHS, which result from Respondent's inadequate handling of the case, and/or any failure to provide such notice as determined by MDHS.

2.3.6.5 The Respondent shall notify MDHS immediately of any proposed or enacted local court rules, which adversely affect or are contrary to IV-D MDHS program policy or interests, Federal or State statutes or regulations. The Respondent shall cooperate with MDHS to eliminate, modify or correct the local rule. Respondent shall not implement any rule that will be contrary in purpose or effect to MDHS policies and requirements as determined by MDHS.

2.3.6.6 The Respondent shall notify the IV-D Director or designee within twenty-four (24) hours of being served as a defendant in any lawsuit.

2.3.6.7 The Respondent shall notify within two (2) working days and consult with MDHS concerning any request for fair hearing, including but not limited to credit bureau reporting and license suspension, and handle such fair hearing unless

MDHS instructs Respondent otherwise. The Respondent and MDHS shall provide any and all documentation and information requested by the other within five (5) working days or sooner, based on the need.

The Respondent shall describe in detail its ability to ensure that the following services are available and performed within the required time frames for all cases:

2.3.6.8 Case Initiation:

2.3.6.8.1 Activities associated with initial child support case opening activities, including providing and accepting applications for service, establishment of necessary case information in METSS, and verification of information. In all cases, the Respondent shall conduct an intake interview, by telephone at a minimum, with the applicant and determine whether the applicant has cooperated with the child support program sufficiently to work a child support case. If the applicant is receiving public assistance, the Respondent shall correspond as needed with the proper MDHS staff, as designated by MDHS, regarding good cause and failures to cooperate.

2.3.6.8.2 The intake process begins with a request and receipt of a manual application or an automated referral for the purpose of establishing an official case. Applications shall be provided in accordance with Federal regulation. The Respondent shall accept applications for child support legal services to initiate and open cases. The Respondent shall provide application forms in the manner prescribed by MDHS to any individual who desires Title IV-D services, including custodial parents, caretakers, and noncustodial parents. Such applications shall be reviewed and processed as appropriate. The Respondent shall direct case to next activity needed. Respondent shall accept case referrals from MDHS, MDHS stakeholders, and from other IV-D agencies.

The Respondent shall describe in detail its ability to ensure that the following services are available and performed within the required time frames for all cases:

2.3.6.9 Case Assessment:

2.3.6.9.1 A case is considered officially opened/reopened on the date a referral or a properly completed application and required fee is received. Within three (3) working days of receipt of the referral or application, the Respondent shall establish a case record. Within twenty (20) calendar days of the date the case opens, the Respondent shall conduct an assessment of the case and determine the action that is necessary. The Respondent shall record the date of receipt of the application and the source of the referral as either automated or manual, and record any other information required by MDHS.

2.3.6.9.2 Necessary action as determined by the case assessment shall include, but is not limited to: obtaining court orders; obtaining arrears affidavits; obtaining paternity affidavits; locating clients; locating employment for the NCP; soliciting information necessary to take case action; requesting additional information if location or other information is inadequate; changing the payee of court ordered obligations if necessary; documenting the automated system and case record, preparing an arrears calculation, setting up the debt on the system and initiating case action; setting appropriate alerts on METSS to monitor case progress; preparing and sending appropriate notices to all participants.

2.3.6.9.3 The Respondent shall comply with all system requirements necessary to open a case and shall direct the case to the next activity needed throughout the existence of the open case.

The Respondent shall describe in detail its ability to ensure that the following services are available and performed within the required time frames for all cases:

2.3.6.10 **Locate:**

MANDATORY. Verification of residence and/or employer addresses where the custodial and noncustodial parent may be served or where mail can be sent if different. Respondent shall utilize local, State, and Federal locate resources in addition to any Respondent-provided locate software system to meet case activity timeframes. **(Note: Respondent shall identify the locate software and number of license(s) that will be used to perform locate services required under this contract. Respondent shall be responsible for any costs or fees associated with obtaining such license(s).)**

MANDATORY. Respondent shall have designated staff that have access to social media including, but not limited to: Facebook, Twitter, LinkedIn, and Instagram. Address, employer, and telephone information should always be updated on both parties. Location efforts include assisting IV-D programs in other jurisdictions in locating custodial and noncustodial parents.

2.3.6.11 **Establishing Paternity, Child Support, Medical Support Obligations and Judgments for Reimbursement:**

2.3.6.11.1 Respondent shall use appropriate legal remedies to secure court orders of paternity, child support, medical support and judgments of reimbursement. The Respondent shall work with the courts to maximize the number of cases with support orders established. The Respondent shall describe in their proposal submission how they will implement best practices of the industry in order to achieve the best results possible.

2.3.6.11.2 **MANDATORY.** The Respondent shall be responsible for all court costs and service of process requirements and payments for these services.

2.3.6.11.3 In any paternity action contested by the alleged father, Respondent shall request genetic testing and arrange such testing with MDHS's genetic testing contractor. Respondent will not be responsible for genetic testing costs, as MDHS maintains a contract for these services. Respondent shall utilize the staff witnessed "self-swab" genetic testing procedure. **Respondent shall maintain an adequate number of staff certified at each office to administer the "self-swab" genetic test during all business hours.** Throughout the life of the contract, Respondent shall coordinate all necessary staff training and certification with MDHS's genetic testing contractor.

2.3.6.11.4 Genetic testing should not be performed if paternity has been previously established, unless MDHS determines otherwise or MDHS is compelled by the appropriate court.

2.3.6.11.5 If MDHS has paid the initial costs of genetic testing and the alleged father is determined to be the legal father, the Respondent shall petition the court to assess the costs of the genetic testing against the defendant father. Genetic testing should be encouraged in any case where there is not a legally presumed father.

2.3.6.11.6 In attempts to establish a legal obligation of support, Respondent shall petition for monthly child support pursuant to MDHS policy and state child support guidelines. When appropriate, Respondent shall also petition for judgments on behalf of the State of Mississippi to reimburse for cash assistance, foster care, and medical benefits paid on behalf of the child. The Respondent shall follow MDHS policy and State statutes in calculating all current support and other judgment actions.

2.3.6.11.7 All child support orders established shall be prospective and when appropriate include support for a retroactive period in accordance with MDHS policy.

2.3.6.11.8 Respondent shall seek medical support consistent with MDHS policy, including health insurance or cash medical support, in every support petition. When the NCP does not have health insurance available at a reasonable cost, as defined by MDHS policy, Respondent should seek a cash medical support order. Respondent shall gather health insurance information regarding the custodial and noncustodial parent's health insurance policy, provide such information as appropriate to the opposite party, enforce orders for medical support, and request insurance providers notify the Respondent if the coverage is dropped.

2.3.6.11.9 Petitions shall also include a request for the immediate use of income withholding on all new and modified support (delinquency and arrears cases) orders and routing of all payments through the SDU.

2.3.6.11.10 MANDATORY. At a minimum, all establishment cases (e.g. with no paternity or support orders) shall be reviewed annually by the Respondent, and the appropriate actions shall be taken to establish orders for paternity or support, or to close cases in accordance with MDHS policy. A detailed report shall be provided to the IV-D Director with results of this review.

2.3.6.11.11 The Respondent shall resolve alerts in METSS to ensure the timely establishment of orders.

2.3.6.11.12 The Respondent shall provide information to the custodial parent on signing up for a debit card or direct deposit with MDHS and provide information to the noncustodial parent about making payments via all approved payment methods offered by MDHS or the SDU. Throughout the life of this contract, the Respondent shall maintain a professional working relationship with the SDU.

2.3.6.11.13 The Respondent shall enter all court orders into METSS and obligate the debt within two (2) days of the order being received from the court and meet all other timeframes.

2.3.6.12 **Enforcement:** Respondents shall describe in detail its ability to meet the following requirements:

2.3.6.12.1 Respondent shall use appropriate legal remedies consistent with MDHS policy to enforce all orders of support, including spousal support, when it is contained in the same order with child support and the child continues to reside with the parent due the spousal support.

2.3.6.12.2 The Respondent shall resolve alerts in METSS to ensure the timely use of appropriate legal remedies to enforce and collect all orders and judgments. Enforcement includes interest and medical support, whether the order specifies a specific dollar amount to be paid for medical support or provides for health insurance in accordance with Federal and State laws and policies.

2.3.6.12.3 Enforcement remedies to be utilized consistent with MDHS Policy may include, but are not limited to:

- 1) Income withholding (including Direct Income Withholding in interstate cases pursuant to UIFSA and withholding from unemployment insurance benefits);
- 2) Continuing locate activities for the noncustodial parent;
- 3) **Calling** noncustodial parents to request payment and employers to check the status of income withholding;
- 4) Responding appropriately to employers on lump sum verification requests;
- 5) Medical enforcement, including utilization of National Medical Support Notices;
- 6) Involuntary military allotment;
- 7) Examination of judgment debtor (and/or non-judicial discover, demands for payment);
- 8) Encouraging enrollment in employment programs or referrals to other relevant programs;
- 9) Referral and follow up for NCP participation in employment or education programs at the discretion of MDHS;
- 10) Access to Visitation processes at the direction of MDHS

- or OCSE;
- 11) Contempt proceedings;
 - 12) License suspension or revocation;
 - 13) Attachment of assets;
 - 14) Garnishment of accounts;
 - 15) Liens (against real and personal property);
 - 16) Contested FIDM lien actions;
 - 17) Bonds;
 - 18) Execution on judgments;
 - 19) Federal court system (Criminal Non-Support referrals and location); and/or
 - 20) Administrative remedies including, but not limited to: Federal and State tax offset, recreational license sanctions, restriction of driver's licenses, and passport denials.

2.3.6.13 The Respondent shall describe in detail its ability to perform other legal duties to include, but not be limited to:

2.3.6.13.1 Ensure all judgments are protected from dormancy and are revived immediately if necessary.

2.3.6.13.2 Defend referred obligations against attacks upon validity of the order and notify MDHS of any such challenges.

2.3.6.13.3 Represent MDHS in estate or probate proceedings.

2.3.6.13.4 Defend obligations in any other proceeding brought by an adverse party including, but not limited to, motions or petitions to modify, set aside, abate or terminate the obligation.

2.3.6.13.5 **MANDATORY.** MDHS handles all FIDM, Workers Compensation, and personal injury actions centrally. Any information received by the Respondent shall be forwarded to the MDHS central office, per MDHS instructions. Respondent shall represent MDHS in any court proceedings resulting from the above actions.

2.3.6.13.6 **MANDATORY.** MDHS handles all bankruptcy actions centrally. Respondent will not be responsible for representing MDHS in bankruptcy proceedings; however any information received by the Respondent regarding bankruptcy actions shall be forwarded to the MDHS central office, per MDHS instructions.

2.3.6.13.7 **MANDATORY.** Respondent shall notify MDHS of any suspected fraud concerning TANF, SNAP, and any other Federal or State offered benefits.

2.3.6.13.8 **MANDATORY.** Respondent shall cooperate with MDHS in implementing family centered practice initiatives, including, but not limited to: access to visitation, fatherhood programs, parenting time orders, alternatives to contempt, workforce development, hospital paternity establishment programs, or any other initiatives mandated by the Federal government, State government, or as directed by MDHS.

2.3.6.14 Respondent shall describe in detail its ability to provide Enforcement actions within the following time frames:

2.3.6.14.1 In cases which meet income withholding criteria, implement income withholding as authorized by Mississippi Code Annotated Sections 93-11-101 through 93-11-119, in accordance with MDHS policy, but no later than time frames set forth in 45 CFR 303.100.

2.3.6.14.2 If an income withholding order already exists in a case, the Respondent shall serve it on a new employer within two (2) working days of location or notification of the employment.

2.3.6.14.3 When issuance of an income withholding notice is not possible due to lack of information regarding employment, enforcement action shall be taken within no more than ten (10) calendar days of identifying the delinquency or other support-related noncompliance with the order or upon notice of the location of the NCP, whichever occurs later.

2.3.6.14.4 **MANDATORY.** When service of process is necessary, service shall be completed (or unsuccessful attempts to serve process shall be documented) and enforcement action taken if process is served within sixty (60) calendar days of identifying the delinquency or other support-related noncompliance with the order. Unsuccessful service of process shall be documented. Service of process shall be done in a manner consistent with State law and rules of court. However, the use of certified mail under MS Rules of Civil Procedure 4(c)(5) shall not be the primary service method utilized and shall not be used to serve out-of-state defendants. Any service fees incurred will be paid by the Respondent according to the requirements set out in Section 2.3.6.11.2.

2.3.6.14.5 **MANDATORY.** Respondent shall provide monthly service of process and court costs reports to MDHS that demonstrate expenditures and the percentage of successful process by county in a manner approved by MDHS. **Respondent's proposal shall provide a service of process plan.**

2.3.6.14.6 The Respondent shall fully comply with the enforcement timeframes established by the Code of Federal Regulations, including but not limited to 45 CFR 303.6(c)(2); or as amended during this contract and as interpreted by MDHS.

2.3.6.14.7 The Respondent shall continue collection efforts (including protection from dormancy) of cases with arrears, including judgment interest, until the arrearage is satisfied or the case is closed.

2.3.6.14.8 Financial issues with the arrears amount contained in METSS shall be reconciled if the balance is incorrect.

2.3.6.14.9 All enforcement cases should be reviewed every three (3) years by the Respondent, at a minimum.

2.3.6.15 Review and Modification of orders: Respondent shall describe in detail its ability to meet the following requirements:

2.3.6.15.1 A review shall be conducted in accordance with Federal and State program laws and policies. Upon a determination that a modification is warranted according to MDHS program policy, the Respondent shall take appropriate action to obtain the modification or provide explanation of why such action is not appropriate within (10) working days. The Respondent shall comply with the state child support guidelines, MDHS program policy and 45 CFR Section 303.8 in performing these responsibilities. When taking action to modify, the Respondent shall:

2.3.6.15.1.1 For every child without a medical support order (with coverage by private health insurance or public health coverage such as Medicaid, CHIP or other state coverage plans or a cash medical support order), the Respondent shall pursue a legal obligation for medical support of the child in the form of private health insurance, public health coverage or cash medical support. Any private health insurance coverage shall be available and affordable through the custodial parent or noncustodial parent's employment or union.

2.3.6.15.1.2 Comply with the Mississippi Code Annotated Section 93-11-101 et seq. and program regulations to obtain an immediate income withholding order on all orders for support.

2.3.6.15.1.3 Ensure that the modification order sets the modified child support amount as a prospective order to include when necessary an arrearage judgment and/or a modification for a retroactive period.

2.3.6.16 Interstate Action: Respondent shall describe in detail its ability to meet the following requirements:

2.3.6.16.1 Federal regulations require state IV-D agencies to provide a full range of establishment and enforcement services on cases referred by or to other states, tribes, or countries. The Respondent shall take interstate action according to MDHS policy and State mandated time frames. The Respondent shall work cooperatively with MDHS, any tribes, countries, and all other states. CSENet and the OCSE Child Support Portal shall be used by the Respondent for interstate actions according to MDHS policy.

2.3.6.16.1.1 Mississippi as the responding jurisdiction:

- 1) The Respondent shall give the same priority to interstate actions that it would give to an in-state action. The Respondent shall comply with applicable Federal regulations.
- 2) If the Respondent receives an initial IV-D referral directly from another jurisdiction it shall

be forwarded within two (2) working days to the MDHS Interstate Central Registry for processing. Prior to working any initial incoming IV-D interstate case the Respondent shall receive a referral from the MDHS Interstate Central Registry.

3) The Respondent shall take any action necessary to establish and/or enforce requested orders on incoming interstate cases as requested by the initiating state, country, or tribe and allowed by Federal and State law.

2.3.6.16.1.2 Mississippi as the Initiating Jurisdiction:

1) The Respondent shall ensure that all necessary steps are taken and accurate information provided to other jurisdiction(s) to establish orders for paternity, support and reimbursements and to enforce judgments (entered by Mississippi courts or another tribunal) pursuant to UIFSA. The Respondent shall use federally mandated forms, and adhere to the time frames set forth in 45 CFR Section 303.7, as amended, and MDHS program policy.

2) The Respondent shall take any and all action necessary to initiate an interstate case based on the facts of each case.

3) The Respondent shall be responsible for any out-of-state fees the responding state may incur on limited services requests.

2.3.6.17 **Case Documentation:** Respondent shall describe in detail its ability to meet the following requirements:

2.3.6.17.1 In addition to the requirements stated in this RFP, the Respondent shall abide by all current MDHS policy and procedure in regards to physical storage (time length, etc.) of case records, scanning documents into the MDHS-approved document imaging system and any other policy or procedure as dictated by MDHS. This requirement is essential to maintain a seamless child support program across the state.

2.3.6.17.2 Federal regulations contain detailed performance requirements and time frames; therefore it is mandatory for the Respondent to establish and/or maintain a case file of necessary documentation to ensure compliance. The Respondent shall use METSS for all IV-D casework and shall ensure that each case record and the computer system reflect all actions taken and all documentation relating to the case. The IV-D case file and all associated documentation, information, and work product are property of

MDHS. All narration and entries shall be appropriate. At a minimum the case record and any supplementing paper file shall contain the following:

- 1) The case document(s), including: application for services, birth certificates, marriage licenses, paternity acknowledgements or affidavits, arrears calculations, and court orders;
- 2) A record of any contacts and copies of correspondence with the custodian(s) of the child (or their counsel), the date and reason, and the results of the contact;
- 3) A record of any contacts and copies of correspondence with the non- custodial parent (or their counsel), or financially responsible party, the date and reason, and results of such contact;
- 4) A record of any use of local and state locate resources, the dates, and results;
- 5) Any attorney of record for either party, if there is one;
- 6) Documentation of all employment verifications and address verifications;
- 7) Any case review, party contact, complaint handling, court hearing, modification review or other steps on the case shall be narrated fully and appropriately;
- 8) Genetic test results;
- 9) Documentation on request for retroactive support from the custodial parent in paternity and support actions;
- 10) Copies of the Petition(s), all returns of service, all motions and responses filed, notices of hearings, and Income Withholding Orders;
- 11) A record identifying the support order and the calculation of the amount of the obligation utilizing the Mississippi Child Support Guidelines, and including terms of medical insurance and percentage coverage of non-covered medical expenses. The modification review screens and child support worksheet details shall be completed in METSS;
- 12) Copies of all forms and documents completed by staff and/or program participants shall be scanned into the MDHS approved document imaging system as directed by MDHS;
- 13) A record of any enforcement, and other support actions, the dates and the results;
- 14) A record of communication to and from the state or local social services agency administering the IV-A, IV-B, IV-E, Medicaid, or Social Security programs;
- 15) A record of communication to and from IV-D Agencies, MDHS, and Federal Parent Locate Service (FPLS);

- 16) A notation in the case record of the closing of the case, the date thereof and the reason for such action; and
- 17) Any other documentation requirement imposed by MDHS.

2.3.6.17.3 Unless otherwise approved by MDHS, **the Respondent shall enter and/or update data in METSS within twenty-four (24) hours of the event requiring documentation.** Respondent shall maintain the data integrity of METSS, by ensuring all data entered on the system is reliable and accurate. Data documentation shall include:

- 1) Each step of case actions;
- 2) Result of actions; and
- 3) Person taking the actions.

2.3.6.17.4 Failure to provide comprehensive and accurate documentation could result in a finding of contract non-compliance.

2.3.6.17.5 The Respondent shall use METSS. In doing so, the Respondent shall follow procedures and operating instructions as directed by MDHS. Any paperwork generated that does not come from METSS shall be approved by MDHS prior to use.

2.3.6.17.6 All correspondence, forms, documents, notices and any other material pertinent to clients, as well as material pertinent to the administration of this contract, shall be stamped with date of receipt by the Respondent and filed or scanned into the MDHS approved document imaging system case file within twenty-four (24) hours of receipt.

2.3.6.17.7 All closed case files shall be retained per Federal and State laws and regulations.

2.3.6.17.8 Additional requirements regarding documentation can be found in the MDHS policy and procedural manuals and Respondent shall follow all such requirements. Copies of all pertinent policies and procedures will be provided to the Respondent after contract execution.

2.3.6.18 **Inquiry and Complaint Handling:** Respondent shall describe in detail its ability to meet the following requirements:

2.3.6.18.1 Respondent shall ensure complaint procedures are conspicuously posted for client reference. A customer service survey or instructions for completing a survey will be provided by MDHS to the Respondent after contract execution for display in all Respondent offices. Respondent shall work diligently to resolve client complaints on the local level. Respondent shall ensure complaint handling is expedient, addresses each part of a complaint, provides factual information for the complainant, and is addressed in a manner understood by complainant. If applicable, all customer service surveys shall be forwarded to MDHS.

Ongoing complaints received by customers could be basis for a corrective action plan.

2.3.6.18.2 MANDATORY. Information requests, inquiries, and complaints received by MDHS Central Office will be sent to the Respondent. These requests shall be worked immediately and response provided within twenty-four (24) hours. Any necessary follow-up action shall be taken within forty-eight (48) hours or an explanation as to why resolution will take longer shall be provided to MDHS, and the Respondent shall notify MDHS when all issues have been resolved. Responses shall be given to the originator as appropriate, and MDHS, unless otherwise instructed by MDHS. Respondent shall ensure the handling of these requests addresses each part of the request or complaint, provides factual information to the originator, as appropriate, and is addressed in a manner understood by the originator. MDHS expects the Respondent to review the case(s) thoroughly to ensure the case(s) is coded properly for audit, and to ensure all appropriate actions have been taken on the case. Failure to meet the requirements in this Section may result in liquidated damages as described in Section 2.3.13 of this RFP.

2.3.6.19 Customer Service: Respondent shall describe in detail its ability to meet the following requirements:

2.3.6.19.1 Respondent shall provide excellent customer service within all normal business hours and answer questions including, but not limited to: the child support program and services offered, and the collection and distribution of support payments. Respondent shall only communicate with the parties to child support cases regarding specific case information unless the parties provide documentation to communicate with someone else. Respondent shall be responsive to MDHS and customer's questions and needs in a timely and friendly manner. All inquiries not directly related to the child support program shall be referred to the appropriate agency or field office.

2.3.6.19.2 MANDATORY. Respondent shall receive, answer, and respond to all customer services inquiries transferred from an MDHS-approved IVR provider or forwarded to the Respondent by other means, including but not limited to, the MDHS website or client portal. Respondent shall be responsible for customer service with sufficient telephone lines and personnel to ensure customer inquiries are responded to and problems resolved in a timely manner and ensure MDHS standards are met. Respondent shall acquire and maintain technology that will allow the Respondent to route and distribute incoming calls to staff evenly. Respondent shall forward appropriate inquiries to the Respondent's escalation team for handling. **Escalation protocol shall be provided to and approved by MDHS.** Respondent's attorneys shall accept client, attorney, judicial or MDHS calls personally throughout the entire business day. Respondent shall make electronic or voice mail messaging available for attorneys and supervisory staff after normal business hours and during

normal business hours when said staff are otherwise unavailable. Unless otherwise approved by MDHS, the Respondent's staff shall update case information in METSS within twenty-four (24) hours to enable customer service representatives to answer customer inquiries accurately. Customers should receive a call back within forty-eight (48) hours after requesting a call back or submitting an inquiry through other means, with the exception of information requests and complaints described in this Section. Failure to follow the approved escalation protocol or to provide a timely and sufficient response in accordance with this section, as determined by MDHS, may result in liquidated damages as described in Section 2.3.13 of this RFP.

2.3.6.19.3 The Respondent shall handle all contacts with all internal and external clients (all persons) with the highest degree of professionalism and respect. MDHS contact regarding day-to-day case activity will be directly with Respondent staff that are performing the contract functions.

2.3.6.19.4 The Respondent shall narrate all case related client contacts, including, but not limited to: request for applications, change in case status, and complaints in METSS that same day. Such information shall be resolved within a timely fashion not to exceed forty-eight (48) hours or METSS shall be documented with stated reasons why resolution will take longer.

2.3.6.19.5 The Respondent shall notify customers regarding case actions in accordance with MDHS policy and procedures.

2.3.6.19.6 MDHS will maintain a centralized interpreter unit or provide services through a qualified vendor which handles all necessary language interpretation services as well as deaf, blind or otherwise disabled clients. When assisting a client with a language barrier, including deaf, blind or otherwise disabled client, the Respondent staff shall follow MDHS policies and procedures to set an appointment for the client for interpretation services.

2.3.6.19.7 The Respondent shall maintain sufficient Notaries Public on site to adequately handle case activity at each office location at no expense to MDHS. This service will be provided to all clients without charge.

2.3.6.19.8 MANDATORY. The Respondent shall respond within twenty-four (24) hours to MDHS on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit MDHS to reply to an inquiring party in an effective manner. Form and manner of responses shall be determined by MDHS and may change, as necessary. To aid MDHS in responding to complaints and inquiries, the Respondent shall ensure that all case related information is accurately and promptly narrated and loaded onto the Mississippi child support computer system, METSS, in accordance with Section 2.3.6.17.3 of this RFP. Failure to provide a timely and sufficient response in accordance with this section may result in liquidated damages as described in Section 2.3.13 of this RFP.

2.3.6.19.9 The Respondent shall only close cases in accordance with MDHS policy and procedures.

2.3.6.19.10 The Respondent shall maintain case files in a manner accessible to MDHS staff and State and Federal auditors for review on demand.

2.3.6.19.11 The Respondent shall establish and maintain professional working relationships with the judiciary, court clerks, central and local MDHS offices, court trustees, county attorneys, the Attorney General's Office, and other stakeholders. Respondent shall follow MDHS policy and procedure when referring cases to the district attorney's office or the Attorney General's Office. Respondent shall work closely with MDHS and the IV-D Director or assignee regarding the requirements in this paragraph.

2.3.6.19.12 **MANDATORY.** Upon discovery, the Respondent shall refer any cases of suspected fraud related to child support or receipt of public assistance in accordance with MDHS instructions. Likewise, all cases of suspected child abuse shall be reported to the Department of Child Protection Services. Reporting shall be in accordance with the Child Support Enforcement Program Manual and/or State Law.

2.3.6.19.13 The Respondent shall petition the court for fees and costs associated with the action to be assessed against the obligor and shall enforce any order obtained pursuant to such petition.

2.3.6.19.14 Respondent shall set up fee payment requests and approvals in METSS for all court costs and service of process fees. **All court costs and service of process fees are the responsibility of the Respondent.** Court costs and service of process bills shall be submitted to MDHS monthly.

2.3.6.19.15 The Respondent shall collect and remit to MDHS or the SDU, as applicable, any Federal, State or local fees required to be charged under law, rule, regulation or policy.

2.3.6.19.16 The Respondent shall ensure that all support payments are directed to the SDU. This function may include filing motions to redirect payments. Payments sent directly to a party after establishment of a support order or redirection are considered gifts and can only be added to the system at the start of a new case, by court order, or in accordance with MDHS policy.

2.3.6.19.17 **Call Abandonment Rate:** An abandoned call is a call that has been received by the Respondent from the MDHS IVRS and the call is terminated by the originator of the call before it is answered by a live person. **The target monthly call abandonment rate shall not exceed 5% of calls being abandoned at greater than five (5) minutes.**

2.3.6.19.18 **Percent of Client Cases with Complaints Escalated to MDHS Central Office:** **The number of complaints received by MDHS Central Office shall be less than 0.2% of the total calls answered during the month.**

Note: Sections 2.3.6.19.17 and 2.3.6.19.18 shall be subject to corrective action plan requirements in Section 2.3.12.

2.3.6.20 Compliance: Respondent shall describe in detail its ability to meet the following requirements:

2.3.6.20.1 The Respondent shall comply with the request for and with the terms of any approved corrective action plan. Respondent shall be subject to liquidated damages as discussed in Section 2.3.12 for failure to comply.

2.3.6.20.2 MDHS retains authority for interpreting performance under and compliance with the terms of this contract.

2.3.6.20.3 The Respondent shall cooperate fully with any data collection and evaluation activities carried out by MDHS in connection with the services performed under this contract.

2.3.6.20.4 Quality assurance/self-assessment shall occur on case work and case management on a regular schedule. Respondent shall provide quality assurance/self-assessment plan to MDHS for approval.

2.3.6.20.5 MDHS staff may conduct case reviews on a regular basis, and provide the results to the contractor in a manner determined by MDHS. Case reviews include, but are not limited to, error findings reported by the MDHS self-assessment audit team and the contract monitoring team. The contractor shall correct deficiencies documented by MDHS staff. The contractor will have thirty (30) days to respond to MDHS that all actions have been completed or to explain the most current status if completion has not occurred. The contractor will provide these responses in a manner determined by MDHS. Failure to comply with this section may result in corrective action in Section 2.3.12 of this RFP.

2.3.6.20.6 Upon a determination of MDHS that a documented deficiency was in whole, or in part, due to lack of procedural or substantive knowledge by the Respondent's staff, the Respondent shall conduct training to reduce the likelihood of a similar deficiency from occurring in the future.

2.3.6.21 Respondent Performance Measures: Respondent shall describe in detail its ability to meet the following requirements and to include examples of how the Respondent has improved these performance measures on other projects:

2.3.6.21.1 Paternity Establishment Percentage (PEP): This performance standard shall be measured by the total number of children in open Title IV-D cases with paternity establishment or acknowledgment divided by the total number of children in open Title IV-D cases who were born out of wedlock as the end of the preceding Federal fiscal year. The baseline annual percentage for the Respondent to maintain and exceed during the life of the contract is 95%.

2.3.6.21.2 Title IV-D Cases with Child Support Orders Established: This performance standard shall be measured by the total number of open Title IV-D cases with child support orders established divided by the total number of open Title IV-D cases. The baseline monthly percentage for the Respondent to maintain and exceed during the life of the contract is 82%.

2.3.6.21.3 Current Child Support Distributed: This performance standard shall be measured by the total amount of current child support distributed on Title IV-D cases divided by the total amount of current child support due on Title IV-D cases. The baseline monthly percentage for the Respondent to maintain and surpass during the life of the contract is 53%. Respondent shall explain in detail how it will maintain and exceed this percentage while increasing the percentage of cases with orders.

2.3.6.21.4 Cases Paying Toward Arrearages: This performance standard shall be measured by the total number of open Title IV-D cases in which past due child support was collected divided by the total number of open Title IV-D cases with child support arrearages due. The baseline annual percentage for the Respondent to maintain and exceed during the life of the contract is 58%.

2.3.6.21.5 Federal Data Reliability Audit or Review: This performance standard recognizes the importance of maintaining reliable data. Should MDHS fail an audit line due to improper data entry or policy violations by the Respondent, the Respondent may be subject to corrective action in accordance to Section 2.3.12. Should MDHS be assessed any penalty due to audit findings for improper data entry or policy violations by the Respondent, the Respondent shall be responsible for the entire amount of those penalties.

2.3.6.22 Respondent Professional Development Responsibilities:

2.3.6.22.1 **MANDATORY.** Respondent shall have a designated training team to train staff assigned to this contract. Respondent's proposal shall include a training plan describing how new staff will be trained as well as how the Respondent will provide ongoing training and professional development training for staff assigned to this contract. This plan shall include, but is not limited to: motivational interviewing, trauma-informed service delivery, organizational change management, etc. Respondent's training plan shall also include components detailing how self-assessment/audit/case review findings will be used for on-going training of Respondent's staff. Before subcontracting with any subcontractor for training services, the Respondent shall seek approval from the IV-D Director. The training plan shall be approved by the IV-D Director. MDHS may require updates and changes to this plan during the life of the contract resulting from this RFP.

2.3.6.22.2 **MANDATORY.** Unless other arrangements are made and agreed to by MDHS, the Respondent shall host an annual Continuing Legal Education (CLE) conference for all Respondent attorneys, and MDHS attorneys at no cost to MDHS. The conference shall provide participants with the total number of hours needed to meet Mississippi CLE requirements, including providing the required amount of ethics hours. The Respondent will develop the agenda and seek speakers. The agenda and speakers will be presented to MDHS for approval.

2.3.6.22.3 MANDATORY. Each of the Respondent's management staff, to include Regional Managers, Managing Attorneys, Legal Director, Assistant Legal Director, Deputy Project Managers, and the Project Manager (or equivalents thereof as approved by the IV-D Director), shall be required to attend annually at least one of the three (3) major national child support conferences which include the National Child Support Enforcement Association (NCSEA)-Policy Forum, NCSEA-Leadership Symposium, and the Eastern Regional Interstate Child Support Association (ERICSA). The Respondent is responsible for all costs associated with attending the conferences. Annual conference plan shall be submitted to the IV-D Director for approval.

2.3.6.22.4 MANDATORY. If any of the three (3) major national conferences listed in Section 2.3.6.22.3 above are held in Mississippi or in a state that borders Mississippi, the Respondent shall designate a minimum of six (6) staff assigned to the this contract full time to attend the conference and serve as conference volunteers. The Respondent is responsible for all costs associated with attending the conferences. Selected staff shall be submitted to the IV-D Director for approval.

2.3.6.23 The Respondent shall comply fully with the aforementioned and all other provisions of Title IV-D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Mississippi Statutes Annotated, and MDHS Policy or instructions including all future revisions and amendments.

2.3.6.24 Statements of Confidentiality and Disclosure Statements shall be maintained by Respondent with copies emailed to MDHS. Failure of Respondent to maintain any of the aforementioned confidentiality/disclosure requirement documents for Respondent employees and forward copies to MDHS may be grounds for termination of the contract.

2.3.6.25 If there is a suspected release of confidential information or breach of any handling of confidential information, the Respondent shall immediately notify MDHS and follow any and all instructions provided.

2.3.6.26 The Respondent shall be required to provide certain reports to MDHS, which have not been developed at this time at request of MDHS.

2.3.6.27 Respondent's monthly invoice shall contain the following items:

- 1) Respondent fees;
- 2) Liquidated Damages; and
- 3) Claims when due.

2.3.6.28 The Respondent shall report all newly-hired and rehired employees to the Mississippi Directory of New Hires. In addition, Respondent shall ensure that all employees are in compliance with any court-ordered child support obligations.

2.3.7 State Responsibilities: Respondent shall acknowledge in writing its agreement to the following requirements:

2.3.7.1 Case Initiation:

2.3.7.1.1 MDHS shall transmit all referrals for child support legal services to the Respondent. Such referral will contain: the name of the recipient child(ren), and the associated parent(s) or other financially responsible party, if known; such identifying information as provided by the applicant;

2.3.7.1.2 MDHS shall provide pertinent information regarding the placement of the recipient child(ren), if in out of home placement with DCPS to the extent known by MDHS;

2.3.7.1.3 MDHS shall provide all information on current and historical assistance provided to CP, NCP, and child(ren) to the extent known by MDHS;

2.3.7.1.4 MDHS shall provide pertinent information relative to changes of status in assigned cases;

2.3.7.1.5 MDHS shall provide access to METSS;

2.3.7.1.6 MDHS shall provide, via METSS, access to New Hire Data;

2.3.7.1.7 MDHS shall provide web-accessed email accounts; and

2.3.7.1.8 MDHS shall provide the Respondent access to all business practices, Attorney Manual, Mississippi Child Support Services Manual, and CSE policies and procedures and other information necessary to properly represent MDHS and to carry out terms of the subsequent contract.

2.3.8 Consultation: Respondent shall acknowledge in writing its agreement to the following requirements:

2.3.8.1 MDHS shall consult with the Respondent concerning potential settlements outside the parameters defined by MDHS policy and affecting the rights of the State. MDHS may approve or disapprove all compromise settlements of cases with arrears.

2.3.8.2 MDHS shall consult with the Respondent concerning all adverse judicial rulings in order to determine appropriate remedies to be sought by MDHS or the Respondent. All appeals to the Court of Appeals or Mississippi Supreme Court shall be approved by the MDHS central office and subsequently handled by the Respondent.

2.3.9 Monitoring: Respondent shall acknowledge in writing its agreement to the following requirements:

2.3.9.1 Federal authorities review the State program for performance in accordance with Federal standards, which will include Respondent activities. MDHS shall monitor Respondent performance through on site visits, review of Respondent reports, case files and computer activity, data provided pursuant to this contract and other relevant information. MDHS retains authority for interpreting performance under the terms of this contract. MDHS may request a Corrective Action Plan to address any deficiency or deficiencies discovered by MDHS monitoring, State Auditor, Federal Auditor, or IRS.

2.3.9.2 MDHS shall review Respondent performance in reports submitted and on individual cases for compliance with Federal and State performance requirements. MDHS may provide reports that include non-complying cases, and the Respondent shall correct any deficiencies and report back to MDHS within the required timeframes, as set by MDHS.

2.3.10 Interstate: Respondent shall acknowledge in writing its agreement to the following requirements:

2.3.10.1 MDHS shall serve as the State Information Agency in interstate and international support matters as prescribed by State law, including, but not limited to, furnishing upon request copies of Mississippi Code Annotated Section 93-25-1 et seq. and providing information regarding interstate statutes and procedures in other states.

2.3.10.2 Unless otherwise agreed to by MDHS and Respondent, MDHS shall serve as the Central Registry for all initiating incoming interstate IV-D case requests, including interstate wage withholding requests, and to disseminate these requests to the appropriate entity which will include the Respondent.

2.3.11 Miscellaneous: Respondent shall acknowledge in writing its agreement to the following requirements:

2.3.11.1 The majority of the necessary child support enforcement forms are contained in METSS. MDHS shall furnish prototypes of all Federal, State and MDHS forms required and or recommended for use in the administration of the CSE program from which the Respondent shall reproduce sufficient forms for their use.

2.3.11.2 MDHS shall receive requests from the Respondent for permission to utilize a United States District Court for civil or criminal enforcement of a child support order against a parent or other responsible party who is present in another state.

2.3.11.3 MDHS may conduct regular meetings with the Respondent management and attorney staff.

2.3.11.4 MDHS shall provide the Respondent notice of any policy updates and changes.

2.3.11.5 MDHS may train up to ten (10) core Respondent employees on METSS and relevant procedures. These Respondent employees shall be responsible for training other Respondent employees.

2.3.11.6 MDHS shall provide an SDU and instructions for handling all support collections under this contract.

2.3.11.7 MDHS shall maintain performance information about Respondents which will be based upon site visits, review of case files, computer activity, data provided pursuant to this contract, collection reports, timeliness in taking required actions and performing other contract functions, and other relevant information.

2.3.11.8 MDHS shall continue to provide and manage contracts for the SDU and genetic testing.

2.3.11.9 The MDHS IV-D Director shall pre-approve the use of any subcontractor utilized by the Respondent in furtherance of the resulting contract.

2.3.12 **Corrective Action:** Respondent shall acknowledge in writing in Attachment E its agreement to the following requirements:

2.3.12.1 MDHS will monitor Respondent performance. MDHS retains authority for interpreting performance under the terms of this contract. MDHS may request a corrective action plan to address any deficiency or deficiencies discovered.

2.3.12.2 MDHS may issue a letter delineating the deficiency or deficiencies, setting a corrective action time period, and may require submission of a written corrective action plan within fifteen (15) calendar days.

2.3.12.3 If a corrective action plan is required, MDHS shall impose liquidated damages for Respondent's failure to submit a corrective action plan as directed in the deficiency letter. The imposition of such liquidated damages does not preclude MDHS' right to terminate the contract during the assessment of the liquidated damages.

2.3.12.4 The liquidated damages shall initially be one-thousand dollars (\$1,000.00) per day and shall continue for each subsequent day of failure to submit a corrective action plan. The liquidated damages shall be withheld from Respondent's monthly invoice immediately following failure to submit a required corrective action plan.

2.3.12.5 MDHS will notify the Respondent within fifteen (15) calendar days of the receipt of a corrective action plan of the acceptability of the plan, and allow five (5) calendar days for the Respondent to submit a clarification or revision if the corrective action plan is deemed to be unacceptable to MDHS.

2.3.12.6 Acceptance of the corrective action plan by MDHS does not guarantee that the implementation of the corrective action plan will result in elimination of the deficiencies for which future damages for non-performance may be applied by MDHS.

2.3.12.7 MDHS shall impose liquidated damages for Respondent's failure to correct the cited deficiencies within the corrective action period. To the extent such failure is beyond the control of the Respondent, as determined by MDHS, liquidated damages shall not be imposed. The liquidated damages shall initially be one-thousand dollars (\$1,000.00) per day and shall continue for each subsequent day of failure to correct the cited deficiencies. The liquidated damages shall be withheld from Respondent's monthly invoice immediately following failure to correct the cited deficiencies. Imposition of such liquidated damages shall not preclude contract termination.

2.3.12.8 If MDHS imposes any such liquidated damages, MDHS staff will monitor and evaluate Respondent progress during the damages period.

2.3.12.9 Any failure to meet the performance standards required in the corrective action plan shall not result in the imposition of liquidated damages under this subsection until three (3) months after contract execution.

2.3.12.10 If payment from the Respondent is insufficient to satisfy the damages owed or upon contract termination, payment of liquidated damages amounts imposed

shall be due from the Respondent within thirty (30) calendar days of MDHS' written demand for payment. Such demand shall not preclude MDHS from further offsets.

2.3.12.11 Liquidated damages may be waived by MDHS if delays are caused by a natural disaster or other cause beyond the control of the Respondent as determined solely by MDHS.

2.3.12.12 MDHS reserves the right to waive certain damages at its discretion; waiver by MDHS of any particular damages shall not constitute the future waiver of such damages, nor will it constitute a modification of the contract.

Any such money withheld for liquidated damages is forfeited by the Respondent and retained by MDHS.

2.3.13 Liquidated Damages Not Subject to Corrective Action Plan: Respondent shall acknowledge in writing its agreement to the following requirements:

2.3.13.1 If the Respondent fails to handle inquiries, complaints in accordance with the requirements described in Sections 2.3.6.19.2, and 2.3.6.19.8 of this RFP, MDHS shall impose liquidated damages of one-thousand dollars (\$1,000) per day on each inquiry or complaint not resolved timely or appropriately as described in Sections 2.3.6.19.2, and 2.3.6.19.8 of this RFP. MDHS will cease assessing damages on a particular case when requested information is provided, or all issues raised in the complaint or inquiry have been addressed, and the case has been handled appropriately as determined by MDHS.

2.3.13.2 Pursuant to Section 2.3.6.19.2 of this RFP, if the Respondent fails to escalate calls in accordance with approved escalation protocol or fails to return a call within forty-eight (48) hours when a customer requests a call back, MDHS shall impose liquidated damages of one-thousand dollars (\$1,000) for each violation known to MDHS.

2.3.13.3 MDHS will prepare a monthly report of all cases not properly handled or resolved in accordance with Sections 2.3.6.19.2, 2.3.6.19.2, and 2.3.6.19.8 of this RFP and submit to the Respondent. The Respondent will have five (5) business days to prepare a response for each cited case on the report. MDHS will review the responses and issue a final report.

2.3.13.4 MDHS will use the final report to determine the number of inquiries or complaints subject to liquidated damages. These liquidated damages shall be withheld from Respondent's monthly invoice the following month. Imposition of such liquidated damages shall not preclude contract termination.

2.3.13.5 Liquidated damages shall not be assessed or imposed under this Section 2.3.13 until three (3) months after contract execution. Liquidated damages described in 2.3.13 shall not exceed 10% of the total charges invoiced for the month damages are assessed.

2.3.13.6 If payment from the Respondent is insufficient to satisfy the damages owed or upon contract termination, payment of liquidated damages amounts imposed shall be due from the Respondent within thirty (30) calendar days of MDHS' written demand for payment. Such demand shall not preclude MDHS from further offsets.

2.3.13.7 MDHS reserves the right to waive certain damages at its discretion; waiver by MDHS of any particular damages shall not constitute the future waiver of such damages, nor will it constitute a modification of the contract.

Any such money withheld for liquidated damages is forfeited by the Respondent and retained by MDHS.

2.3.14 Refunding the State for Claims. Respondent shall acknowledge in writing its agreement to the following requirements:

If a claim arises on any case due to Respondent's error or mishandling of the case, the Respondent shall seek approval from MDHS before establishing the claim. The Respondent is responsible for paying the claim less any recoupment on said claim. MDHS will work with the Respondent during the first ninety (90) days of the contract to develop a process for identifying and tracking these claims and recoupments. The Respondent will not be responsible for claims established during the first ninety (90) days of the contract. Respondent will be responsible for claims established beginning ninety (90) days after contract execution. The balance of these claims less any recoupment shall be paid by the Respondent on a quarterly basis and will be withheld from Respondent's monthly invoice payment the following month of assessment. If recoupments for the quarter exceed claims for the quarter, MDHS shall issue payment to the Respondent for recoupment overage.

NOTE: At contract expiration, an amount equal to the yearly average of claims will be withheld from payment to the Respondent by the State in escrow to cover any claims discovered within 12-months after the expiration of the contract. During this 12-month period, the Respondent will receive credit for recoupments on any claims established during the contract term that were subject to payment and recoupment on claims established during the 12-month period. Any remaining balance of funds in escrow will be paid to the Respondent. The Respondent will not receive credit or payment for any recoupments received after this 12-month period has expired.

TECHNICAL FACTOR – Work Plan

2.3.15 Respondent Responsibilities: Respondents shall explain in detail its ability to meet the following requirements:

2.3.15.1 Respondent Operating Responsibilities:

(a) **MANDATORY.** The Respondent shall establish all operating facilities within Mississippi, throughout the life of this contract, for the services provided under this contract, which shall be physically located so as to provide accessibility by clients from all localities covered.

Respondent shall provide a **minimum of twenty-four (24) district offices** that are open to the public and located in the same city as existing offices to minimize interruption of services and impact on customers. Regional and district maps must be approved by the IV-D Director. Any Respondent exception to the office location requirement should be detailed in Respondent's proposal and noted as an exception in Attachment D.

(b) **MANDATORY.** Respondent shall also provide a centralized customer service center to handle all calls transferred from the IVRS and at least one (1) centralized case processing center. The customer service center and the case processing center may be housed at district office locations or separate locations that are not open to the public. The customer service center and the case processing center shall be located in their existing cities or within a fifty (50) mile radius of the existing case processing center and customer service center.

(i) Currently an IVRS is provided by MDHS-approved provider. However, MDHS requests Respondent to describe in detail its ability to provide the IVRS as part of its operational capacity. Respondent shall also include proposed costs to establish and operate the IVRS throughout the entire term of the resulting contract. NOTE: This pricing shall be included only in response to this particular specification and shall not be included as part of the requested pricing in Section 4.1.6. MDHS reserves the right to negotiate with the successful Respondent after award to include Respondent-operated IVRS services during the life of the contract.

(c) Such space shall be located in an area that is accessible to the client and is convenient to public transportation, if available. The space shall comply with the provisions of the Americans with Disabilities Act (P.L.101-336) and all applicable local building codes. The Respondent shall obtain prior approval from MDHS for location of facilities. The Respondent shall take steps to ensure full security during and after business hours including double barrier for all case files, data and confidential information (per IRS requirements). The Respondent shall be responsible for all costs related to the lease, modification, and operation of the facilities. Signs shall be installed, upon MDHS approval, which identify each building as an office for MDHS and are clearly visible from any adjacent thoroughfare or traffic artery.

(d) **MANDATORY.** To ensure safety of staff and customers, Respondent offices shall be equipped with video surveillance. At a minimum, video cameras shall be installed in the customer lobby, clerical area, and interview areas. Interview areas shall be designed to maintain customer confidentiality and to ensure safety of staff during customer interviews.

(e) Respondent's proposal shall include a proposed design concept for office layouts. Final office layouts shall be approved by MDHS upon contract award.

During the life of the contract, should improvements to service delivery change to a degree warranting fewer office locations, MDHS reserves the right to reduce the required number of offices and locations.

2.3.15.2 **Implementation Plan:** Respondent shall describe in detail its ability to meet the following requirements:

2.3.15.2.1 Respondent shall submit, as a part of the proposal, a high-level Implementation Plan that outlines the overall strategy and approach to providing the requested services for child support enforcement. The Implementation Plan shall be provided in a matrix chart format and may include a narrative description of the activities included in the chart. The Implementation Plan shall also include the following elements:

(a) The Implementation Plan shall contain all significant work steps with start and end dates to include addressing the Transition Plan requirements as defined in Section 2.3.15.3, Testing Plan (if necessary), and the end of contract transition plan.

(b) The Respondent shall describe in the Implementation Plan their training process. The Respondent's training process shall include instruction on confidentiality and penalties for failing to comply with confidentiality requirements.

(c) Time frames shall be specified in terms of work days or weeks after contract execution.

(d) The Implementation Plan shall include resource estimates for both MDHS and Respondent resources throughout the project.

(e) The Implementation Plan shall list any assumptions and expectations.

(f) The Respondent shall include a clear description of any dependencies Respondent might have on MDHS resources.

(g) Within one-hundred eighty (180) days of the contract start date, Respondent shall submit a plan to MDHS for automating specific processes for improved efficiency of service delivery and cost savings.

(h) **Implementation Plan Liquidated Damages.** MDHS shall impose liquidated damages for Respondent's failure to meet Implementation Plan deadlines and requirements as prescribed herein or as amended. To the extent such failure is beyond the control of the Respondent, as determined by MDHS, liquidated damages shall not be imposed. The liquidated damages shall initially be ten-thousand dollars (\$10,000) per day and shall continue for each subsequent day of failure until the failure is remedied or corrected. Liquidated damages shall begin to accrue on the date immediately following any prescribed deadline or on the date MDHS provides notice to Respondent that Implementation requirement is not met. Liquidated damages shall be withheld from

Respondent's monthly invoice immediately following the missed deadline or the date immediately following MDHS notice to Respondent of outstanding requirement. Imposition of such liquidated damages shall not preclude contract termination.

2.3.15.3 **Transition Plan:** Respondent shall describe in detail its ability to meet the following requirements:

2.3.15.3.1 The Transition Plan shall be detailed and cover all transition requirements for the services to be provided by the Respondent under the RFP. The Transition plan shall present milestones for accomplishment of vital implementation tasks and sub-tasks, and the time frame needed to accomplish each. The Respondent shall describe in detail how they will meet transition deadlines in the Transition Plan. The transition shall be seamless and ensure that there is no material adverse effect upon the State or child support enforcement customers. The Respondent shall be capable of mobilizing sufficient personnel to meet the deadlines specified in this RFP. The Respondent shall provide for an orderly and controlled transition from the incumbent vendor if applicable.

2.3.15.3.2 The following section shall also be included in the Respondent's Transition Plan:

(a) **Transition from Existing Personnel:** Respondent shall describe in detail their plans for hiring/staffing and how they have accomplished this in other states. Respondent is required to list specific state contacts as references for the evaluation team to contact.

(b) The Respondent shall assume responsibility for the scope of services of this contract from the existing incumbent vendor's personnel. The Respondent is responsible for coordinating with the State to understand the application and the nuances of the current operations. Specifically, the Respondent will:

- 1) Create a Transition Plan identifying the requirements and time the Respondent's staff needs from the current vendor.
- 2) In the Transition Plan identify how Respondent will achieve compliance with MDHS technical and security standards for connecting Respondent facilities to the MDHS network.
- 3) Demonstrate mastery of the skills necessary to deliver the services, by the Respondent's staff, and readiness of the Respondent to support the Child Support Enforcement area.
- 4) Monitor progress on a weekly basis against the Transition Plan.

2.3.15.3.3 The Transition Plan shall clearly address all changes that will be necessary to meet the requirements of this RFP and any proposed innovations offered by the Respondent.

2.3.15.3.4 The Transition Plan shall include the timeline for moving to the Respondent provided facilities.

2.3.15.3.5 The Transition Plan shall include the timeline for any case clean-up activities and outcomes the Respondent plans to conduct.

2.3.15.3.6 The Respondent shall cooperate with all current and future MDHS service providers during the transition period and throughout the life of the contract, including any renewal periods, to ensure that all Respondent performance requirements are met and the CSE program is running efficiently, as well as any additional requirements as defined by MDHS.

2.3.15.3.7 **Transition Plan Liquidated Damages.** MDHS shall impose liquidated damages for Respondent's failure to meet Transition Plan deadlines and requirements as prescribed herein or as amended. To the extent such failure is beyond the control of the Respondent, as determined by MDHS, liquidated damages shall not be imposed. The liquidated damages shall initially be ten-thousand dollars (\$10,000) per day and shall continue for each subsequent day of failure until the failure is remedied or corrected. Liquidated damages shall begin to accrue on the date immediately following any prescribed deadline or on the date MDHS provides notice to Respondent that Transition requirement is not met. Liquidated damages shall be withheld from Respondent's monthly invoice immediately following the missed deadline or the date immediately following MDHS notice to Respondent of outstanding requirement. Imposition of such liquidated damages shall not preclude contract termination.

2.3.15.4 **Testing Plan:**

The Respondent shall include a clear description of any software or hardware components the Respondent intends to provide as part of the required services under this contract. The Respondent shall submit a statement of any necessary testing the Respondent will conduct as part of bringing this hardware/software. The Respondent shall submit a clear statement of dependencies on MDHS hardware/software and a clear statement of work MDHS personnel will need to perform to enable the Respondent's hardware/software interfaces properly.

2.3.15.5 **End of Contract Transition:** Respondent shall describe in detail its ability to meet the following requirements:

(a) The Respondent shall ensure a smooth turnover upon the termination or end of the contract. The Respondent shall cooperate with MDHS in developing and implementing a plan for turnover that has no adverse effect upon the State or child support enforcement customers.

(b) Respondents shall describe and submit with their proposal response, a high-level transition plan for turnover of the services required under this contract to the State or any subsequent contractor.

(c) The Respondent shall present a detailed turnover plan one-hundred eighty (180) days prior to expiration of the contract term but no later than thirty (30) days after notice of contract termination.

(d) Respondent's proposed high-level transition plan shall also include the requirements listed below:

2.3.15.6 **Transfer of Software and Equipment:** In order to ensure the smooth transfer and efficient continuation of all tasks back to MDHS or to any subsequent contractor, the Respondent shall:

(a) Agree to transfer all necessary software, hardware, and equipment used in performance of this contract, with title, leasing or license rights thereto, to the extent the Respondent possesses the same, to a successor contractor or MDHS; or in the alternative at MDHS' discretion;

(b) Agree to ensure that the necessary software, hardware, and equipment is accessible to MDHS or successor contractor to any extent necessary to facilitate performance of contract functions during the turnover period and to accomplish a compatible transfer of all contract files and data, at no expense to MDHS or successor contractor;

(c) Similarly, the Respondent shall transfer to MDHS or the successor contractor any necessary system software, hardware, equipment, data files, application programs, and documentation at no cost to MDHS or successor contractor; and

(d) The Respondent shall successfully and without delay complete the equipment transfer and lease assignment or transfer of other rights related thereto.

2.3.15.7 **Transfer of Documentation:**

The Respondent shall transfer all case files and other documentation for the Respondent operations to MDHS or the successor contractor. Documentation includes, but is not limited to: training materials, case management and customer service scripts, guides, flow charts, instructions, etc. If imaging (or other technology) has been used, technology shall be supplied by the Respondent to allow transfer of all IV-D files or other materials to MDHS or the successor contractor at no cost to MDHS or successor contractor. Transfers shall be orderly and logical (ex. case files in alpha order and boxes numbered).

2.3.15.8 **MDHS Rights to Respondent Staff on Contract Termination:**

(a) Upon termination of the contract, or during the six-month period prior to expiration of the contract, if MDHS desires to offer employment to Respondent employees or subcontracted persons providing services, the Respondent, its subcontractors or affiliates shall not interfere with MDHS's efforts, shall not enforce any restrictions imposed on such employees or subcontracted persons by agreement or policy (i.e. employment contract,

non-compete clauses or other similar covenants) which would interfere with MDHS's efforts, and shall provide MDHS access to such employees and subcontracted persons for the purposes of interviews, evaluations, recruitment and hiring by MDHS or MDHS's designated successor contractor(s). Further, the Respondent agrees to supply MDHS with the names and compensation scales of the Respondent's employees or subcontracted persons performing services for MDHS. The Respondent shall waive, and shall cause its subcontractors and affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by MDHS, or MDHS's designated successor contractor(s).

(b) MDHS or their designated successor contractor shall have reasonable access to such Respondent personnel for interviews, evaluations and recruitment. Any such employment by MDHS would not be effective until termination or expiration of the contract. If MDHS hires an employee or subcontracted person who has been provided under this contract, MDHS shall not be liable to the Respondent or any subcontractor for any fee (e.g., a finder's fee, a penalty or general compensation) for such contractor, subcontractor or affiliate. In exercising its rights set forth above, MDHS shall use reasonable efforts to avoid materially interfering with the Respondent's ability to perform the services contemplated by this contract. With respect to subcontractors, the Respondent shall use all commercially reasonable efforts to (a) obtain for MDHS, or their designated successor contractor's, the rights specified in this paragraph for its personnel and (b) ensure that such rights are not subject to subsequent subcontractor approval or the payment by MDHS, or their designated successor contractor(s) or any fees. If the Respondent is unable to obtain any such rights with respect to a subcontractor, it shall notify MDHS in advance and shall not use such subcontractor without the IV-D Director's or assignee's written approval and, absent such approval, the Contractor's use of any such subcontractor shall obligate the Contractor to obtain or arrange, at no additional cost to MDHS, the rights specified in this paragraph, for MDHS, or their designated successor contractor(s) upon expiration or termination of this contract.

2.3.15.9 Completion of All Turnover Activities:

The Respondent shall complete all other tasks called for by the End of Contract Transition Plan prior to final payment.

2.3.15.10 MDHS will look favorably on those Respondents who propose allowing MDHS, both during and after expiration of the contract (including any renewal) to employ Statewide, the Respondent's processes and tools utilized to provide the services required in this contract.

2.3.16 IRS 1075 Requirements: In performance of the contract, the Respondent agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

2.3.16.1 All work will be done under the supervision of the Respondent or the Respondent's employees.

2.3.16.2 The Respondent and the Respondent's employees with access to or who use FTI shall meet the background check requirements defined in IRS Publication 1075.

2.3.16.3 Any Federal tax returns or return information (hereinafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the Respondent shall be prohibited.

2.3.16.4 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

2.3.16.5 No work involving returns and return information furnished under contract will be subcontracted without prior written approval of the IRS.

2.3.16.6 The Respondent will maintain a list of employees authorized access. Such list will be provided to MDHS and, upon request, to the IRS reviewing office.

2.3.16.7 The Respondent certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility and no output will be retained by the Respondent at the time the work is completed. If immediate purging of all data storage components is not possible, the Respondent certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

2.3.16.8 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to MDHS or his or her designee. When this is not possible, the Respondent will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide MDHS or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

2.3.16.9 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

2.3.16.10 MDHS will have the right to terminate this contract if the Respondent fails to provide the safeguards described above.

CRIMINAL/CIVIL SANCTIONS: Respondent must acknowledge in writing its understanding of and agreement to the following requirements:

2.3.16.11 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only

for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2.3.16.12 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

2.3.16.13 Additionally, it is incumbent upon the Respondent to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

2.3.16.14 Granting a contractor access to FTI must be preceded by certifying that each individual understands the MDHS's security policy and procedures for safeguarding IRS information. Respondent must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Respondents should be advised of the

provisions of IRC Sections 7431, 7213, and 7213A (See *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Respondent should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

INSPECTION:

2.3.16.15 The IRS and MDHS, with 24 hours' notice, shall have the right to send its inspectors, officers and employees into the offices and plants of the Respondent to inspect facilities and operations performing any work with FTI under this contract for compliance with the requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Respondent is found to be noncompliant with contract safeguards.

Violation of these provisions may result in termination of the contract and possible criminal liability.

TECHNICAL FACTOR – References/Past Performance

2.3.17 **MANDATORY.** Respondent shall provide a listing of three (3) contracts under which services similar in scope, complexity, and discipline were performed or undertaken during the past five (5) years, including the names and addresses of the projects and a description of the scope of the projects.

2.3.18 **MANDATORY.** Respondent shall provide reference information including at least three (3) references for current contracts or those awarded during the past three (3) 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.

2.4 Statement of Acceptance to Respondent Requirements

MANDATORY. Respondents shall complete and provide signature from a duly authorized representative on Attachment E "Statement of Acceptance to Respondent Requirements."

2.5 Term

The term of the contract shall be for a period of five (5) years, beginning October 1, 2020, and ending on September 30, 2025. MDHS reserves the right to renegotiate a pricing decrease annually based on changes in project scope, process improvements through automation, and any other reasonable development during the life of the contract.

SECTION 3

3.1 Insurance

The successful Respondent represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Respondent's personnel performing under the resulting contract, comprehensive general liability insurance, legal malpractice insurance and employee fidelity bond insurance. The successful Respondent will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this contract.

SECTION 4

4.1 Written Proposals Shall Contain the Following Minimum Information:

- 4.1.1 The name of the Respondent, the location of the Respondent's principal place of business and, if different, the place of performance of the proposed contract;
- 4.1.2 The age of the Respondent's business and average number of employees over the past five (5) years;
- 4.1.3 The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- 4.1.4 Listing of three (3) contracts under which services similar in scope, complexity, and discipline were performed or undertaken during the past five (5) years, including the names and addresses of the projects and a description of the scope of the projects;
- 4.1.5 A plan giving as many details as is practical explaining how the services will be performed;
- 4.1.6 Pricing to provide services as described herein according to the following format:

Legal Services Fees TOTAL COST (5 Years)					
ANNUAL COST	Year 1	Year 2	Year 3	Year 4	Year 5
Child Support Enforcement					

NOTE: The "TOTAL COST" should be the sum of "ANNUAL COSTS" as identified for Years 1 through 5. "ANNUAL COSTS" should be calculated by utilizing "Annual Rate" of positions provided by Respondent in the below "LEGAL SERVICES RATE SCHEDULE."

Respondent's pricing should include associated costs of operating based on the requirements contained herein and reflect, at a minimum, the costs for twenty-four (24) district office locations, one (1) customer service center, and at least one (1) centralized case processing center.

Respondent pricing shall include the minimum number of FTEs that will be employed full time in the State of Mississippi by the Respondent for this project.

The cost and rates requested in this section should include any associated costs and expenses to provide the services describe herein.

Respondent shall provide position title, hourly rate, and annual rate for each position that will be utilized to provide the services described herein according to the following format:

LEGAL SERVICES RATE SCHEDULE		
Position Title	Hourly Rate	Annual Rate

- 4.1.7 Respondent’s financial statement for company’s last fiscal year (this information shall be included in an exhibit to your proposal); and
- 4.1.8 Three (3) references pursuant to Section 2.3.17 and 2.3.18 of the RFP.

4.2 Evaluation Procedure

4.2.1 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. The Respondent shall be notified in writing if their response is rejected.

4.2.1.1 Responsive Respondent

Respondent must submit a proposal which conforms in all material respects to this RFP, as determined by MDHS.

4.2.1.2 Responsible Respondent

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

4.2.2 Step Two:

Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDHS. Factors to be considered are as follows:

4.2.2.1 Management Factor: Expertise to Perform – 20%

4.2.2.2 Technical Factor: Performance Capability – 20%

4.2.2.3 Technical Factor: Work Plan – 20%

4.2.2.4 Technical Factor: References/Past Performance – 10%

4.2.2.5 Cost Factor: Price to provide the services – 30%

4.2.3 Step Three:

The MDHS Executive Director or his/her designee will contact the Respondent with the proposal which best meets MDHS needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

4.3 MANDATORY. The Following Response Format Shall Be Used for All Submitted Proposals:

- 1) **Management Summary:** Provide a cover letter indicating the underlying philosophy of the company in providing the service that also includes: Respondent organization name, DUNS number, Respondent address, Respondent's personnel contact name, phone number, fax number, and email address. This cover letter must be signed by the person authorized to represent the Respondent.
- 2) **Proposal:** Provide responses to specifications in Section 2.3 (and its subsections) that describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- 3) **Corporate experience and capacity:** Describe the experience of the company 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.
- 4) **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 company in the day-to-day operation of the contract.
- 5) **References:** Provide References and Past Performance information in accordance with Sections 2.3.17 and 2.3.18.
- 6) **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
- 7) **Additional data:** Provide any additional information that will aid in evaluation of the response.
- 8) **Cost data:** Estimate the annual cost of the service as directed in Section 4.1.6. Cost data submitted at this stage is binding, but is subject to being negotiated down if your company is chosen as a finalist. MDHS reserves the right to solicit a Best and Final Offer (BAFO) from Respondents that provided a responsible proposal but whose proposed cost exceeds MDHS' anticipated funding for the anticipated contract. Respondents are encouraged to provide their best proposed cost and/or pricing in their initial response to the RFP. Should MDHS decide to exercise its right to solicit a BAFO, MDHS will provide in writing the requirements, process, and schedule for submitting a BAFO response.
- 9) **Financial Statements:** Respondent shall attach a copy of the last two (2) years audited financial statements complete with the notes and opinion letter from Respondent's auditor and/or other proof, acceptable to MDHS, of financial responsibility.

In order to assure financial responsibility in performing the requirements of this RFP, MDHS reserves the right to require a current financial statement prepared and certified by an independent auditing firm.

Respondents, including the parent corporation of any subsidiary corporation submitting a response, shall include in their proposal evidence of financial responsibility and stability for the performance of the contract resulting from this RFP.

MDHS reserves the right to request any additional information to assure itself of Respondent's financial status.

In the event that a Respondent is either substantially or wholly owned by another corporate entity, the proposal shall also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the Respondent of each and every term, covenant, and condition of such contract as may be executed by the parties.

Disclose if and when Respondent has filed for bankruptcy within the last seven (7) years under its name or the sole proprietor's name in a related business. For Respondents that are partnerships or corporations, Respondents shall disclose whether any of its principals, partners or officers have filed bankruptcy within the last seven (7) years in a related business.

Disclosure of any company restructurings, mergers, and acquisitions over the past three (3) years that have impacted any products or services the Respondent has included in this proposal.

4.4 Nonconforming Terms and Conditions

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. MDHS reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by MDHS of non-responsiveness based on the submission of nonconforming terms and conditions. MDHS reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.

4.5 Informalities and Irregularities

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

4.6 Conditioning Proposal Upon Other Awards

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

4.7 Award

Award shall be made to the responsible Respondent whose proposal is determined in writing, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

4.7.1 Notification

All participating Respondents will be notified in writing of MDHS intent to award a contract. In addition, MDHS will identify the selected Respondent. Notice of award is also made available to the public.

4.8 Negotiating with Next-Ranked Vendor

Should the State cease doing business with any Respondent selected through this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Respondent.

4.9 Valid Contract Required to Begin Work

Any work performed by the awarded Respondent prior to the contract start date of October 1, 2020 is done at Respondent's sole risk. The State is under no obligation to pay for work performed prior to contract start date of October 1, 2020.

SECTION 5

5.1 Post-Award Vendor Debriefing

A Respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request shall be received by the Executive Director of MDHS within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a Respondent prefers to have legal representation present, the Respondent shall notify the Executive Director of MDHS in writing and identify its attorney by name, address, and telephone number. MDHS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present. For additional information regarding post-award debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Public Procurement Review Board's Office of Personal Service Contract Review Rules and Regulations*.

5.2 Protest of Award

Any actual or prospective Respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Proposals may file a protest with the

Proposal Coordinator, Bryan C. Wardlaw, Chief Procurement Officer. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days after solicitation posting or award. All protests shall be in writing, dated, signed by the Respondent or an individual authorized to sign contracts on behalf of the protesting Respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Respondent shall provide facts and evidence to support the protest. A protest is considered filed when received by the Proposal Coordinator, Bryan C. Wardlaw, Chief Procurement Officer, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after the filing deadline will not be considered.

5.3 Required Contract Terms and Conditions

Any contract entered into between MDHS and a Respondent shall include the required clauses found in **Attachment B**.

5.4 Mississippi Contract/Procurement Opportunity Search Portal and MDHS Website

This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Contract/Procurement Opportunity Search Portal and the MDHS website at www.mdhs.ms.gov.

5.5 Attachments

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

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#20191101 CSELS), and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals, and the attachments herein;
3. That the company agrees to all provisions of this Request for Proposals, and the attachments herein; and
4. 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.

Printed Name: _____

Signature/Date: _____

**ATTACHMENT A
CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the offer 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):

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 proposal.

2. REPRESENTATION REGARDING GRATUITIES

The Respondent 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 Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Respondent 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 Respondent or competitor relating to those prices, the intention to submit a proposal, 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 proposal 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 proposal form may result in the proposal being rejected as nonresponsive. **Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.***

ATTACHMENT B
REQUIRED TERMS FOR CONTRACT RESULTING FROM THIS RFP

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable Federal, State, and local laws and regulations.
2. Approval Clause. It is understood that if this contract requires approval by the MS Attorney General's Office (AGO) and MS State Personnel Board (SPB) and this contract is not approved by the MS AGO and/or MS SPB, it is void and no payment shall be made hereunder.
3. Availability of Funds. It is expressly understood and agreed that the obligation of MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDHS, MDHS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Laws. Contractor understands that MDHS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
6. Compliance with Mississippi Employment Protection Act (MEPA). Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. 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 and, upon request of the State of Mississippi and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Attorney/ Law Firm understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7. Insurance. The Contractor represents that it will maintain workers’ compensation insurance which shall inure to the benefit of all Contractor’s personnel performing under this contract, comprehensive general liability insurance, legal malpractice insurance and employee fidelity bond insurance. The Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.
8. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
9. Termination for Convenience.
 - a. *Termination.* The MDHS Executive Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The MDHS Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
 - b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDHS Executive Director or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or subcontracts to the

State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

10. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MDHS Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MDHS Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MDHS Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDHS Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDHS Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDHS Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDHS Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-

price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
11. 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.
12. 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.
13. Non-Assignment and Subcontracting. MDHS will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the Attorney General.
14. Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
15. Modification or Amendment. Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law.

16. Non-Waiver of Breach. No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
17. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
18. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MDHS, 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.
19. Contractor Personnel. MDHS shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If MDHS reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to MDHS in a timely manner and at no additional cost to MDHS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
20. Ownership of Documents and Work Papers. MDHS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of

such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDHS and subject to any copyright protections.

21. 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.*
22. Care of Data. The Contractor shall take all steps necessary to safeguard any data, file, report or other information from loss or destruction. Any cost or expenses of replacing or damage resulting from the loss of such data shall be borne by the Contractor.
23. IRS 1075 Required Provisions- Contract Language for General Services.
 - I. **PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

 - (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
 - (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
 - (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
 - (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
 - (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses

the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

24. IRS 1075 Required Provisions- Contract Language for Technology Services.

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either

with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**ATTACHMENT C
PROPRIETARY INFORMATION FORM**

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

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

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

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

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

Signature of Authorized Official/ Title
(No stamped signature)

Date

**ATTACHMENT D
PROPOSAL EXCEPTION SUMMARY FORM**

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

RFP Reference	Respondent Proposal Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Respondent's proposal where exception is explained)	(Short description of exception being made)	
1			
2			
3			
4			
5			
6			
7			

ATTACHMENT E
STATEMENT OF ACCEPTANCE TO RESPONDENT REQUIREMENTS

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

1) The Respondent shall ensure that the program requirements are administered equitably to all clients regardless of whether they currently receive public assistance, have received public assistance in the past, or have never received public assistance. Furthermore, the Respondent shall ensure that child support legal services and customer service operations are provided with a high degree of effectiveness, ensuring performance measure increases, and a commitment to quality.

2) The Respondent provided facilities shall have network connectivity into the MDHS network. Respondent shall be in compliance with all MDHS technical and security standards and requirements. All costs associated with network connectivity shall be the sole responsibility of the Respondent.

3) The Respondent shall provide and maintain all necessary equipment as dictated by MDHS to allow for the most effective and efficient operation of the Respondents office(s) in conformity with the services to be provided under this contract. Equipment shall include but is not limited to: computers, telephones, all hardware and software necessary to utilize an agency-approved document imaging system and METSS, fax machines, and copiers.

At such time as MDHS establishes a client portal, electronic forms or other electronic self-help tools, the Respondent shall provide devices in the lobbies of each office so that clients may access said portal, forms, and electronic tools. Each office lobby shall also be equipped with a television screen or monitor (48" minimum) to display MDHS-approved messaging. All costs associated with obtaining the television, monitors, kiosks and the installation and connectivity of said devices shall be the sole responsibility of the Respondent unless other arrangements are made with MDHS.

4) The Respondent shall, unless otherwise approved by MDHS, provide services each State business day, excluding holidays officially recognized by the State, or inclement weather emergencies declared by the Governor or MDHS. State business days are Monday through Friday from 8:00 a.m. to 5:00 p.m. The Respondent's staff shall be available to assist clients continuously throughout the day, from opening until close of business, including the lunch hour. MDHS reserves the option of requiring extended hours of operation of Respondent offices as agreed upon between MDHS and Respondent. If such option is exercised, it shall be at no additional cost to MDHS. MDHS shall approve the operation schedule of the Respondent's offices. Office hours, which will create maximum accessibility to the clients, should be a fundamental part of the Respondent operation. Any closure of the Respondent's office during a business day shall be reported immediately to the MDHS IV-D Director or designee.

5) The Respondent and its employees shall not conduct any business on the premises of the offices other than the Mississippi child support legal services and/or activities pursuant to this contract, except upon explicit written approval of MDHS. Unapproved performance of non-MDHS business will be grounds for contract termination at the discretion of MDHS.

6) The Respondent shall display all outreach materials as designated by MDHS, including but not limited to: outreach materials for the SDU and applications for child support legal services at all offices.

- 7) To enhance and maximize communication between MDHS and Respondent staff, all Respondent staff shall have and utilize a State issued email address, with web-based access only, for all business conducted as part of the services under this contract, unless otherwise directed by MDHS.
- 8) The Respondent shall be responsible to use, and maintain, the certified statewide computer system, METSS. The Respondent's utilization of METSS shall be according to specifications and levels required by MDHS. The Respondent shall use METSS for their day-to-day casework. Respondent shall be required to furnish and maintain any automation needs deemed necessary outside that provided by MDHS. The Respondent shall ensure that such equipment or software is compatible with systems and/or software in use by MDHS. Respondent-installed software shall not require any change or modification to State-furnished hardware or software. Respondent-installed software shall not interfere with State network operation.
- 9) Automation and software determined by Respondent to be necessary to perform Respondent's obligations under the contract, outside that provided by MDHS, shall be the sole responsibility of Respondent. Such automation and software shall be compatible with MDHS-required systems and software.
- 10) All Respondent's employees shall be required to sign and comply with all confidentiality and security agreements required by MDHS and for access to METSS or other allowed programs or systems at a frequency determined by MDHS.
- 11) The Respondent shall utilize the MEC system in all courts utilizing MEC, as well as any future courts which implement the MEC system. The Respondent shall be responsible for any fees associated with MEC, at no cost to MDHS.
- 12) The Respondent shall use any additional electronic database or information system as mandated by MDHS; and Respondent shall be responsible and liable for all associated license costs (if any), appropriate use of those systems and required confidentiality.
- 13) All personnel providing services under this contract shall be located in Mississippi. All employment of staff by the Respondent shall be subject to regular and ongoing review by MDHS for adequate qualifications and performance to ensure that standards are met, which would satisfy requirements of the contract and allow for continuation of the contractual relationship.
- 14) Throughout the life of the contract, MDHS shall have the right of rejection and approval of staff or subcontractors assigned to the work by the Respondent. If MDHS rejects staff or subcontractors, the Respondent shall provide replacement staff or subcontractors satisfactory to MDHS in a timely manner and at no additional cost to MDHS. The day-to-day supervision and control of the Respondent's employees and subcontractors is the sole responsibility of the Respondent.
- 15) All personnel necessary to carry out the terms, conditions, and obligations of this contract shall be the responsibility of the Respondent. The Respondent shall hire, fire, train, and supervise such professional, paraprofessional, and support personnel as are necessary to carry out the terms of this contract. Neither the Respondent nor any of his/her staff shall be considered employees of MDHS.
- 16) All Respondent staff shall be pre-screened prior to employment at a minimum for: illegal use of drugs, violent crimes, and negative criminal history involving dishonesty and moral

turpitude. Background checks shall be conducted in accordance with the IRS Publication 1075, and will meet all requirements of IRS Publication 1075. MDHS and Respondent will develop plan to have all staff receive a background check and develop a plan for onboarding new staff. Any fees assessed to MDHS for providing compliant background checks, shall be reimbursed to MDHS by the Respondent, in a manner determined appropriate by MDHS. All staff shall have appropriate certifications and licenses as needed. The Respondent shall maintain and furnish to MDHS a listing of all legal counsel employed to represent the State in matters related to this contract. Such listing shall include complete names of such individuals, addresses, direct telephone numbers, and State-issued bar numbers. This information shall be provided to MDHS and the Attorney General's Office with updates to such listing provided within ten (10) business days of employment or reassignments of counsel.

17) Respondent shall be responsible to keep track of staff turnover by creating and maintaining specific reports that shall be approved by MDHS and providing those reports to the IV-D Director or assignee upon request.

18) Respondent's senior contract management staff, and on-site Director, will be required to meet in Jackson, Mississippi at the MDHS State Office with designated MDHS management staff, upon request of the IV-D Director or MDHS Executive Leadership. Upon MDHS request, Respondent shall participate in State and Federal telephone conferences, respond to requests for information or complaints and participate in other activities deemed necessary.

19) The Respondent shall ensure that appropriate child support administrator(s) and staff attend any meetings sponsored by the State, county (e.g. Chancellor hosted meetings), or relevant stakeholders, at which attendance is required as determined by MDHS. Travel associated with meeting attendance shall be at the Respondent's sole expense.

20) The Respondent shall allow access to its facility and system at any time, with or without prior notice, to State, Federal, or other personnel authorized by the IV-D Director for site inspections, audits or other purposes. These authorized personnel shall have unlimited access to all systems, records and areas, and Respondent personnel, for purposes of examination and/or copying records.

21) If the Respondent seeks references for other contracts or business, such references may be sought only from the IV-D Director or designee.

22) Where MDHS dictates the use of hardware or software, or Respondent proposes the use of hardware or software, the Respondent shall be responsible for any fees associated with such hardware or software, at no cost to MDHS, unless specifically noted otherwise in this RFP. This includes any ongoing training for Respondent employees associated with such hardware or software.

23) If the Respondent deploys any type of workflow management system, access to such system and/or dashboard shall be given to the IV-D Director and any staff designated by the IV-D Director, at a level deemed appropriate by the IV-D Director. Such access shall be given within thirty (30) days of contract execution or at time of development and release to Respondent staff, whichever is earlier.

24) Corrective Action: Respondent shall acknowledge in writing its agreement to the following requirements:

24.1) MDHS will monitor Respondent performance. MDHS retains authority for interpreting performance under the terms of this contract. MDHS may request a corrective action plan to address any deficiency or deficiencies discovered.

24.2) MDHS may issue a letter delineating the deficiency or deficiencies, setting a corrective action time period, and may require submission of a written corrective action plan within fifteen (15) calendar days.

24.3) If a corrective action plan is required, MDHS shall impose liquidated damages for Respondent's failure to submit a corrective action plan as directed in the deficiency letter. The imposition of such liquidated damages does not preclude MDHS' right to terminate the contract during the assessment of the liquidated damages.

24.4) The liquidated damages shall initially be one-thousand dollars (\$1,000.00) per day and shall continue for each subsequent day of failure to submit a corrective action plan. The liquidated damages shall be withheld from Respondent's monthly invoice immediately following failure to submit a required corrective action plan.

24.5) MDHS will notify the Respondent within fifteen (15) calendar days of the receipt of a corrective action plan of the acceptability of the plan, and allow five (5) calendar days for the Respondent to submit a clarification or revision if the corrective action plan is deemed to be unacceptable to MDHS.

24.6) Acceptance of the corrective action plan by MDHS does not guarantee that the implementation of the corrective action plan will result in elimination of the deficiencies for which future damages for non-performance may be applied by MDHS.

24.7) MDHS shall impose liquidated damages for Respondent's failure to correct the cited deficiencies within the corrective action period. To the extent such failure is beyond the control of the Respondent, as determined by MDHS, liquidated damages shall not be imposed. The liquidated damages shall initially be one-thousand dollars (\$1,000.00) per day and shall continue for each subsequent day of failure to correct the cited deficiencies. The liquidated damages shall be withheld from Respondent's monthly invoice immediately following failure to correct the cited deficiencies. Imposition of such liquidated damages shall not preclude contract termination.

24.8) If MDHS imposes any such liquidated damages, MDHS staff will monitor and evaluate Respondent progress during the damages period.

24.9) Any failure to meet the performance standards required in the corrective action plan shall not result in the imposition of liquidated damages under this subsection until three (3) months after contract execution.

24.10) If payment from the Respondent is insufficient to satisfy the damages owed or upon contract termination, payment of liquidated damages amounts imposed shall be due from the Respondent within thirty (30) calendar days of MDHS' written demand for payment. Such demand shall not preclude MDHS from further offsets.

24.11) MDHS reserves the right to waive certain damages at its discretion; waiver by MDHS of any particular damages shall not constitute the future waiver of such damages, nor will it constitute a modification of the contract.

Any such money withheld for liquidated damages is forfeited by the Respondent and retained by MDHS.

25) Liquidated Damages Not Subject to Corrective Action Plan: Respondent shall acknowledge in writing its agreement to the following requirements:

25.1) If the Respondent fails to handle inquiries, complaints in accordance with the requirements described in Section 2.3.6.18 of this RFP, MDHS shall impose liquidated damages of one-thousand dollars (\$1,000) per day on each inquiry or complaint not resolved timely or appropriately as described in Sections 2.3.6.18.2, and 2.3.6.19.8 of this RFP. MDHS will cease assessing damages on a particular case when requested information is provided, or all issues raised in the complaint or inquiry have been addressed, and the case has been handled appropriately as determined by MDHS.

25.2) Pursuant to Section 2.3.6.19.2 of this RFP, if the Respondent fails to escalate calls in accordance with approved escalation protocol or fails to return a call within forty-eight (48) hours when a customer requests a call back, MDHS shall impose liquidated damages of one-thousand dollars (\$1,000) for each violation known to MDHS.

25.3) MDHS will prepare a monthly report of all cases not properly handled or resolved in accordance with Sections 2.3.6.18.2, 2.3.6.19.2, and 2.3.6.19.8 of this RFP and submit to the Respondent. The Respondent will have five (5) business days to prepare a response for each cited case on the report. MDHS will review the responses and issue a final report.

25.4) MDHS will use the final report to determine the number of inquiries or complaints subject to liquidated damages. These liquidated damages shall be withheld from Respondent's monthly invoice the following month. Imposition of such liquidated damages shall not preclude contract termination.

25.5) Liquidated damages shall not be assessed or imposed under this Section until three (3) months after contract execution. Liquidated damages described in 2.3.6.12 shall not exceed 10% of the total charges invoiced for the month damages are assessed.

25.6) If payment from the Respondent is insufficient to satisfy the damages owed or upon contract termination, payment of liquidated damages amounts imposed shall be due from the Respondent within thirty (30) calendar days of MDHS' written demand for payment. Such demand shall not preclude MDHS from further offsets.

25.7) MDHS reserves the right to waive certain damages at its discretion; waiver by MDHS of any particular damages shall not constitute the future waiver of such damages, nor will it constitute a modification of the contract.

Any such money withheld for liquidated damages is forfeited by the Respondent and retained by MDHS.

26) Refunding the State for Claims: Respondent shall acknowledge in writing its agreement to the following requirements:

If a claim arises on any case due to Respondent's error or mishandling of the case, the Respondent shall seek approval from MDHS before establishing the claim. The Respondent is responsible for paying the claim less any recoupment on said claim. MDHS will work with the Respondent during the first ninety (90) days of the contract to develop a process for identifying and tracking these claims and recoupments. The Respondent will not be responsible for claims established during the first ninety (90) days of the contract. Respondent will be responsible for claims established beginning ninety (90) days after contract execution. The balance of these claims less any recoupment shall be paid by the Respondent on a quarterly basis and will be withheld from Respondent's monthly invoice payment the following month of assessment. If recoupments for the quarter exceed claims for the quarter, MDHS shall issue payment to the Respondent for recoupment overage.

27) General Contract Requirements: Respondent shall describe in detail its ability to meet the following requirements:

27.1) Respondent represents and warrants that as Federal and State regulations, laws, and policies are amended, the services provided by Respondent will be modified by Respondent to comply with the new requirements, with said modifications being done at no cost to MDHS.

27.2) The Respondent agrees that all IV-D case files will be maintained and used solely for child support legal services and safeguarded as provided for by all Federal and State statutes, and MDHS program rules and regulations pertaining to confidentiality.

27.3) Information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service shall be safeguarded according to regulations in 45 CFR 303.70 and Internal Revenue Code at 26 U.S.C. 6103(p)(4), Mississippi laws and regulations, and MDHS Policy, or as such laws or policy are amended.

27.4) The Respondent shall obtain locate information to the extent not prohibited by Federal or State statute and agrees that any information received by the Respondent shall be used solely for purposes of fulfilling this contract.

27.5) The Respondent shall only access databases or systems, which are accessible to the Respondent pursuant to this contract, for purposes that are only directly related to performance under this contract. Any and all information obtained in performance of this contract shall be maintained in strict confidence and shall not be used for any other purpose.

27.6) Respondent shall maintain strict standards of confidentiality and physical security of records in accordance with the Federal and State laws. Any information provided by MDHS relative to applicants or recipients of public assistance is to be used only for the

administration of the contract or in any investigation, prosecution or criminal or civil proceeding conducted pursuant to the contract. Respondent shall provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section. The safeguards provided shall prohibit disclosure of any information on child support applicants or recipients that identifies the name or address. Federal and State tax-related information shall be treated as confidential and shall be used solely for purposes of administering the child support program.

27.7) Respondent employees shall recognize the State of Mississippi Executive Director of MDHS as their client. Respondent employees shall not work additional jobs or privately represent any party in a legal action where there may be a conflict of interest with MDHS. Any outside employment shall have prior written approval of MDHS.

27.8) Respondent performance under the contract will not be contingent upon State personnel or the availability of State resources except those proposed actions of the Respondent specifically identified in the contract as requiring MDHS approval or those actions arising out of the normal cooperation which can be expected in such a contractual relationship.

27.9) The Respondent shall notify MDHS immediately upon learning of any situation that might reasonably be expected to adversely affect office operations. The Respondent shall, within one (1) working day, email to the IV-D Director the description of the situation, keep MDHS updated on the situation, and include resolution information.

Note: A Disaster Plan for the Respondent office(s) shall be presented as part of the proposal submission and shall be developed into a fully functional and documented arrangement during the transition process. The disaster plan shall provide for the resumption of the Respondent office activities within four (4) work days of a given disaster and include appropriate methods for notifying clients. The Respondent's disaster plan is subject to approval by MDHS.

The Respondent shall immediately notify MDHS of any emergency requiring the initiation of the Disaster Plan and work closely and in consultation with MDHS for the appropriate solution.

27.10) Prior to initiating any contact with State or Federal Legislators, or media regarding child support or related issues, the Respondent shall obtain prior approval of MDHS. If the Respondent is contacted by any State or Federal Legislator or media, the Respondent shall immediately notify MDHS and forward any request for information to MDHS.

27.11) MDHS shall retain ownership of any software and equipment (if any) which it purchases and places in the Respondent's office. Additionally, pursuant to IRS requirements all computer and network equipment used in the performance of this contract will be considered property of the State during the contract term. The Respondent agrees to be responsible for the accountability of such equipment and software. The Respondent shall notify MDHS immediately in writing of any loss of equipment and software

describing reason(s) for the loss. Should State owned equipment be destroyed, lost or stolen, the Respondent shall be responsible to MDHS for the amount of the replacement cost. The Respondent shall notify MDHS immediately regarding any release of confidential information on equipment, including a full description and extent of disclosure.

27.12) Respondent shall operate according to standard accounting principles and shall maintain standard accounting records including corporate balance sheets, statement of income, quarterly income statements and annual audits or annual budget reports that shall show funds expended by separate category including, but not limited to: payroll, facility lease, utilities, equipment costs and maintenance, hardware and software costs and maintenance for inspection by MDHS upon request at no cost to the State.

27.13) The Respondent shall maintain, and provide to MDHS, a complete set of any training and procedure manuals, including any updates. The Respondent shall also maintain, and provide to MDHS, a complete set of user and technical manuals, and include any updates. The Respondent shall maintain procedural manuals in a current and updated manner so that as staff turnover occurs, new staff can be immediately effective within their job function. At the State's request, the Respondent shall train MDHS staff on any and all Respondent processes. All documents referenced in this section shall be provided in a manner approved by MDHS. **(Note: the Respondent's Implementation Plan and Transition plan shall address all training and coordination thereof necessary to provide the services under this contract (See Sections 2.3.15.2, 2.3.15.3))**

27.14) The Respondent warrants that all legal representation provided under this contract will be provided by qualified attorneys who are licensed to practice law in the State of Mississippi and who have satisfied all State and local requirements to practice law. Respondent shall ensure that all attorney staff are appropriately licensed to appear in Mississippi State and Federal Court.

27.15) If any subcontracts are approved by the State, such subcontractors shall be subject to the general provisions, operating conditions and performance standards of this contract, and shall not release Respondent from any liability for failure to perform.

27.16) In the event the Respondent or the Respondent's attorney has a conflict of interest, regarding any case or cases, which prevents the Respondent from fulfilling any of the provisions of this contract, the Respondent shall not be relieved of responsibility for performance under the contract and shall take such steps as are necessary to ensure contract duties are performed. If a subcontract is necessary it shall be at the sole expense of the Respondent at no cost to MDHS and subject to MDHS approval.

27.17) The Respondent's attorneys shall represent the State of Mississippi Executive Director of MDHS and shall accept the Executive Director of MDHS as their client. No attorney-client relationship will exist between the Respondent, Respondent's staff persons,

subcontractors or subcontractor's staff persons and any applicant/recipient of IV-D services, child, custodial or non-custodial parent or alleged father.

27.18) Should disciplinary proceedings be initiated against any attorneys employed by the Respondent, the Respondent shall immediately notify MDHS within twenty-four (24) hours from the time Respondent discovers any such action is being taken against an attorney employed by the Respondent.

27.19) The Respondent is responsible for all costs associated with connecting to and remaining compatible with the State system including but not limited to Respondent site setup and installation of all equipment.

27.20) Unless other arrangements are made and agreed to by MDHS, the Respondent shall host an annual Continuing Legal Education (CLE) conference for all Respondent attorneys, and MDHS attorneys at no cost to MDHS. The conference shall provide participants with the total number of hours needed to meet Mississippi CLE requirements, including providing the required amount of ethics hours. The Respondent will develop the agenda and seek speakers. The agenda and speakers will be presented to MDHS for approval.

Name/Title: _____

Signature/Date: _____

ATTACHMENT F
BASELINE SEPTEMBER 2019 PERFORMANCE MEASURES

State County Short Name	Kids Born Out of Wedlock	Kids with Paternity Est	Paternity Est %	IV-D Cases	IV-D Cases with Support Order	IV-D Cases with Support Order %	Curr Support for IV-D Cases Due (\$)	Curr Support for IV-D Cases Collect (\$)	IV-D Cases with Support Paid %	IV-D Cases with Arrears Due	IV-D Cases with Arrears Paid	IV-D Cases with Arreage Paid %
ADAMS	3,981	3,772	94.8%	3,882	3,278	84.4%	\$5,961,517	\$3,026,238	50.8%	3,024	1,667	55.1%
ALCORN	1,758	1,867	106.2%	2,407	2,079	86.4%	\$4,345,065	\$2,249,273	51.8%	1,801	1,011	56.1%
AMITE	981	961	98.0%	1,076	929	86.3%	\$1,959,324	\$1,028,845	52.5%	839	476	56.7%
ATTALA	2,102	2,111	100.4%	2,139	1,889	88.3%	\$4,080,680	\$2,342,612	57.4%	1,709	1,022	59.8%
BENTON	585	605	103.4%	727	639	87.9%	\$1,402,939	\$796,900	56.8%	557	346	62.1%
CALHOUN	1,093	1,113	101.8%	1,300	1,160	89.2%	\$2,123,952	\$1,237,384	58.3%	1,018	634	62.3%
CARROLL	567	594	104.8%	649	557	85.8%	\$1,344,793	\$794,814	59.1%	481	323	67.2%
CHOCTAW	561	570	101.6%	654	574	87.8%	\$1,277,320	\$764,502	59.9%	526	327	62.2%
CLAIBORNE	1,710	1,650	96.5%	1,584	1,422	89.8%	\$2,716,774	\$1,418,702	52.2%	1,278	762	59.6%
CLARKE	1,354	1,319	97.4%	1,580	1,391	88.0%	\$3,292,680	\$1,813,243	55.1%	1,247	707	56.7%
CLAY	2,481	2,514	101.3%	2,628	2,403	91.4%	\$5,107,379	\$3,108,127	60.9%	2,146	1,363	63.5%
COAHOMA	5,132	4,960	96.6%	4,792	4,235	88.4%	\$7,186,851	\$3,699,733	51.5%	3,865	2,269	58.7%
COPIAH	2,603	2,634	101.2%	2,917	2,579	88.4%	\$5,385,430	\$2,981,500	55.4%	2,363	1,369	57.9%
COVINGTON	1,623	1,649	101.6%	1,752	1,557	88.9%	\$3,601,742	\$1,920,632	53.3%	1,429	853	59.7%
DESOTO	8,893	9,040	101.7%	10,428	8,726	83.7%	\$24,471,334	\$14,176,673	57.9%	7,877	4,821	61.2%
EAST BOLIVAR	4,664	4,595	98.5%	4,731	4,288	90.6%	\$7,298,814	\$3,888,484	53.3%	3,956	2,240	56.6%
EAST CHICKASAW	814	908	111.5%	945	829	87.7%	\$1,627,924	\$955,017	58.7%	769	496	64.5%
FORREST	6,558	6,626	101.0%	7,326	6,104	83.3%	\$11,961,450	\$5,998,859	50.2%	5,444	3,000	55.1%
FRANKLIN	619	621	100.3%	756	646	85.4%	\$1,470,052	\$755,193	51.4%	566	325	57.4%
GEORGE	1,101	1,082	98.3%	1,546	1,228	79.4%	\$3,500,387	\$1,646,984	47.1%	1,099	561	51.0%
GREENE	482	481	99.8%	707	577	81.6%	\$1,709,126	\$881,101	51.6%	511	267	52.3%
GRENADA	2,301	2,313	100.5%	2,503	2,231	89.1%	\$4,685,751	\$2,776,212	59.2%	2,013	1,265	62.8%
HANCOCK	2,610	2,538	97.2%	2,862	2,396	83.7%	\$6,196,617	\$3,031,248	48.9%	2,204	1,145	52.0%
HARRISON	13,730	13,307	96.9%	15,247	12,232	80.2%	\$28,976,860	\$15,078,425	52.0%	11,087	6,278	56.6%
HINDS	27,045	24,791	91.7%	25,659	19,109	74.5%	\$34,752,686	\$18,307,943	52.7%	17,023	9,782	57.5%
HOLMES	3,163	3,139	99.2%	2,985	2,675	89.6%	\$4,943,879	\$2,898,365	58.6%	2,336	1,430	61.2%
HUMPHREYS	1,882	1,854	98.5%	1,726	1,572	91.1%	\$2,784,208	\$1,437,144	51.6%	1,432	815	56.9%

Baseline September 2019 Performance Measures

State County Short Name	Kids Born Out of Wedlock	Kids with Paternity Est	Paternity Est %	IV-D Cases	IV-D Cases with Support Order	IV-D Cases with Support Order %	Curr Support for IV-D Cases Due (\$)	Curr Support for IV-D Cases Collect (\$)	IV-D Cases with Support Paid %	IV-D Cases with Arrears Due	IV-D Cases with Arrears Paid	IV-D Cases with Arreage Paid %
ISSAQUENA	118	126	106.8%	118	100	84.7%	\$166,354	\$108,828	65.4%	73	48	65.8%
ITAWAMBA	870	944	108.5%	1,273	1,055	82.9%	\$2,340,488	\$1,225,279	52.4%	979	561	57.3%
JACKSON	8,860	8,407	94.9%	9,985	7,737	77.5%	\$19,180,832	\$9,950,819	51.9%	7,051	3,941	55.9%
JASPER	1,451	1,468	101.2%	1,624	1,398	86.1%	\$3,364,890	\$1,922,209	57.1%	1,262	778	61.6%
JEFFERSON	1,258	1,177	93.6%	1,181	1,058	89.6%	\$2,097,491	\$1,093,839	52.1%	966	569	58.9%
JEFFERSON DAVIS	1,159	1,147	99.0%	1,283	1,134	88.4%	\$2,410,871	\$1,272,830	52.8%	1,042	603	57.9%
JONES	5,084	5,065	99.6%	5,620	4,507	80.2%	\$9,314,777	\$4,754,093	51.0%	3,974	2,256	56.8%
KEMPER	994	962	96.8%	1,029	961	93.4%	\$2,210,701	\$1,391,149	62.9%	870	585	67.2%
LAFAYETTE	2,089	2,093	100.2%	2,311	1,943	84.1%	\$4,160,457	\$2,395,580	57.6%	1,701	1,037	61.0%
LAMAR	2,699	2,793	103.5%	3,480	3,024	86.9%	\$7,438,823	\$4,065,232	54.6%	2,672	1,564	58.5%
LAUDERDALE	7,456	7,186	96.4%	7,741	6,408	82.8%	\$11,719,705	\$6,315,347	53.9%	5,687	3,180	55.9%
LAWRENCE	835	857	102.6%	1,043	921	88.3%	\$2,287,405	\$1,252,182	54.7%	863	524	60.7%
LEAKE	2,016	1,968	97.6%	2,050	1,744	85.1%	\$3,880,039	\$2,144,481	55.3%	1,588	1,003	63.2%
LEE	6,695	6,889	102.9%	7,631	6,752	88.5%	\$14,165,981	\$7,952,233	56.1%	6,144	3,854	62.7%
LEFLORE	5,650	5,593	99.0%	5,171	4,606	89.1%	\$8,255,278	\$4,438,049	53.8%	4,158	2,643	63.6%
LINCOLN	2,572	2,547	99.0%	3,043	2,718	89.3%	\$6,384,375	\$3,541,752	55.5%	2,523	1,485	58.9%
LOWNDES	5,589	5,441	97.4%	6,129	5,397	88.1%	\$11,685,458	\$6,780,534	58.0%	4,957	3,069	61.9%
MADISON	5,228	5,080	97.2%	5,041	4,032	80.0%	\$9,269,564	\$5,362,587	57.9%	3,504	2,201	62.8%
MARION	2,033	2,062	101.4%	2,391	2,156	90.2%	\$4,742,300	\$2,375,471	50.1%	1,982	1,034	52.2%
MARSHALL	3,054	2,955	96.8%	3,349	2,919	87.2%	\$5,752,481	\$3,020,416	52.5%	2,719	1,558	57.3%
MONROE	2,610	2,592	99.3%	3,008	2,755	91.6%	\$5,913,084	\$3,444,081	58.2%	2,555	1,670	65.4%
MONTGOMERY	979	979	100.0%	1,046	945	90.3%	\$2,167,993	\$1,268,947	58.5%	866	571	65.9%
NESHOPA	3,204	3,283	102.5%	3,585	3,133	87.4%	\$6,914,257	\$3,837,358	55.5%	2,801	1,724	61.5%
NEWTON	1,773	1,785	100.7%	1,971	1,719	87.2%	\$3,612,410	\$1,921,216	53.2%	1,560	934	59.9%
NOXUBEE	1,959	1,858	94.8%	1,899	1,749	92.1%	\$3,410,907	\$2,058,830	60.4%	1,626	1,028	63.2%
OKTIBBEHA	3,802	3,724	97.9%	3,832	3,471	90.6%	\$7,201,243	\$4,146,937	57.6%	3,175	1,921	60.5%
PANOLA	3,951	3,926	99.4%	4,170	3,646	87.4%	\$6,723,606	\$3,338,007	49.6%	3,304	1,801	54.5%

Baseline September 2019 Performance Measures

State County Short Name	Kids Born Out of Wedlock	Kids with Paternity Est	Paternity Est %	IV-D Cases	IV-D Cases with Support Order	IV-D Cases with Support Order %	Curr Support for IV-D Cases Due (\$)	Curr Support for IV-D Cases Collect (\$)	IV-D Cases with Support Paid %	IV-D Cases with Arrears Due	IV-D Cases with Arrears Paid	IV-D Cases with Arreage Paid %
PEARL RIVER	2,774	2,738	98.7%	3,570	2,793	78.2%	\$6,731,886	\$3,372,323	50.1%	2,413	1,217	50.4%
PERRY	625	675	108.0%	827	656	79.3%	\$1,674,646	\$933,076	55.7%	599	366	61.1%
PIKE	4,967	4,774	96.1%	5,224	4,435	84.9%	\$9,203,751	\$4,827,049	52.4%	4,034	2,351	58.3%
PONTOTOC	1,525	1,597	104.7%	1,869	1,638	87.6%	\$3,959,676	\$2,231,209	56.3%	1,484	962	64.8%
PRENTISS	1,129	1,176	104.2%	1,555	1,379	88.7%	\$2,852,213	\$1,510,065	52.9%	1,262	752	59.6%
QUITMAN	1,230	1,171	95.2%	1,246	1,090	87.5%	\$1,924,409	\$1,019,835	53.0%	1,005	606	60.3%
RANKIN	4,884	5,057	103.5%	6,138	4,868	79.3%	\$12,723,475	\$6,974,891	54.8%	4,401	2,598	59.0%
SCOTT	3,051	2,926	95.9%	3,098	2,683	86.6%	\$5,457,681	\$2,946,544	54.0%	2,433	1,412	58.0%
SHARKEY	875	839	95.9%	832	704	84.6%	\$1,166,437	\$663,508	56.9%	604	361	59.8%
SIMPSON	2,074	2,141	103.2%	2,448	2,111	86.2%	\$4,682,206	\$2,431,681	51.9%	1,948	1,035	53.1%
SMITH	846	846	100.0%	1,081	937	86.7%	\$2,322,818	\$1,277,181	55.0%	848	482	56.8%
STONE	864	860	99.5%	1,067	887	83.1%	\$2,303,936	\$1,204,060	52.3%	820	465	56.7%
SUNFLOWER	4,295	4,130	96.2%	4,067	3,626	89.2%	\$6,692,326	\$3,583,892	53.6%	3,263	2,006	61.5%
TALLAHATCHIE	1,657	1,629	98.3%	1,610	1,445	89.8%	\$2,391,997	\$1,209,112	50.5%	1,349	785	58.2%
TATE	2,346	2,328	99.2%	2,457	2,133	86.8%	\$4,761,383	\$2,631,352	55.3%	1,882	1,118	59.4%
TIPPAH	1,054	1,094	103.8%	1,434	1,261	87.9%	\$3,040,868	\$1,751,495	57.6%	1,064	683	64.2%
TISHOMINGO	525	562	107.0%	881	764	86.7%	\$1,779,974	\$925,727	52.0%	677	377	55.7%
TUNICA	2,208	2,127	96.3%	2,042	1,763	86.3%	\$3,317,540	\$1,718,367	51.8%	1,583	961	60.7%
UNION	1,294	1,346	104.0%	1,632	1,458	89.3%	\$3,199,359	\$1,837,803	57.4%	1,318	853	64.7%
WALTHALL	1,228	1,193	97.1%	1,368	1,210	88.5%	\$2,447,783	\$1,296,265	53.0%	1,054	580	55.0%
WARREN	5,149	4,839	94.0%	4,666	3,417	73.2%	\$6,060,584	\$3,461,983	57.1%	2,931	1,851	63.2%
WASHINGTON	9,064	8,839	97.5%	8,514	7,378	86.7%	\$12,597,570	\$6,374,753	50.6%	6,745	3,635	53.9%
WAYNE	1,965	1,879	95.6%	2,079	1,719	82.7%	\$3,680,185	\$2,016,390	54.8%	1,542	924	59.9%
WEBSTER	574	588	102.4%	812	717	88.3%	\$1,628,073	\$997,208	61.3%	636	413	64.9%
WEST BOLIVAR	1,050	1,009	96.1%	1,053	989	93.9%	\$1,560,418	\$889,137	57.0%	922	517	56.1%
WEST CHICKASAW	973	923	94.9%	1,010	930	92.1%	\$1,973,995	\$1,207,257	61.2%	842	556	66.0%

Baseline September 2019 Performance Measures

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WILKINSON	1,048	1,010	96.4%	1,048	917	87.5%	\$1,719,631	\$928,149	54.0%	832	482	57.9%
WINSTON	1,932	1,981	102.5%	2,118	1,931	91.2%	\$3,950,193	\$2,302,832	58.3%	1,711	1,005	58.7%
YALOBUSHA	1,124	1,141	101.5%	1,263	1,101	87.2%	\$2,196,211	\$1,195,207	54.4%	987	586	59.4%
YAZOO	3,897	3,875	99.4%	3,642	2,988	82.0%	\$5,089,291	\$2,720,729	53.5%	2,595	1,494	57.6%
Overall - Summary			98.1%			84.3%			54.2%			58.7%