

MISSISSIPPI BOARD OF PHARMACY



REQUEST FOR PROPOSALS

PHARMACY PROFESSIONALS RECOVERY PROGRAM SERVICES

August 8, 2025

Contact Information for this Request for Proposals:

Pharmacy Professionals Recovery Program Services RFP
c/o Mississippi Board of Pharmacy
6311 Ridgewood Road, Suite E401
Jackson, MS 39211
TDear@mbp.ms.gov

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Draft Pharmacy Professionals Recovery Program Services Contract

SECTION 1. INTRODUCTION

1.1 Overview and Process

Pursuant to Mississippi Code Annotated, Section 73-21-91 and Section 73-21-111, the Mississippi Pharmacy Board (hereinafter “Board”) is seeking a contractor to provide a Pharmacy Professionals Recovery Program (“Program”) for impaired pharmacists, pharmacy students and pharmacy technicians licensed or registered with the Board. The contract shall be effective on December 1, 2025 and shall terminate on June 30, 2029. There will be an option to renew the contract for an additional one (1) year term, at the discretion and approval of the Board. A draft contract has been included as Appendix A in this RFP for your review and comment. The effective date of this contract will be December 1, 2025.

A copy of this RFP, including any subsequent amendments, along with a copy of all questions from Offerors and responses to those questions, will be posted on The Buying and Selling to Government in Mississippi website and the Board’s website under the heading “MBP Proposals Announcements” at <https://www.mbp.ms.gov/news>. Before the award of any contract, the Offeror will be required to document to the Board that it has the necessary capabilities to provide the services specified in this RFP. The Offeror may also be required to provide additional client references, as well as related project experience detail in order to satisfy the Board that the Offeror is qualified. The Board may make reasonable investigations, as it deems necessary and proper, to determine the ability of the Offeror to perform the work, and the Offeror shall be required to furnish to the Board all information that may be requested for this purpose. The Board reserves the right to reject any Proposals if the Offeror fails to provide the requested information and/or fails to satisfy the Board that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described in this RFP.

This solicitation and any resulting contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any vendor responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

1.2 Purpose and Goals

The purpose of this solicitation is to contract with an Offeror to provide a recovery program for pharmacists, pharmacy students and pharmacy technicians licensed or registered with the Board. The historical number of licensees and registrants participating in the Board’s recovery program is between 40 to 60 individuals.

The Board’s goal is to protect the public while encouraging and supporting the wellbeing of licensees including recovery of pharmacists, pharmacy students and pharmacy technicians from the diseases of substance abuse disorder, mental or physical illness that may impact a licensee’s ability to practice with reasonable skills, confidence, and safety to the public.

SECTION 2. SCOPE OF SERVICES

This section contains information on services and procedures that the Offeror must provide, or adhere to, in servicing the Board's proposed services.

For the services, please respond by restating each service listed, including the number, and confirm your intention to provide the service as described, respond by stating, "*Confirmed*". If your company can provide the service, but not exactly as described, respond by stating, "*Confirmed, but with exceptions*", and state the specific exceptions. Any exceptions should also be noted in *Section 4 – Statement of Compliance*. If your company is currently unable to provide a listed service, respond by stating, "*Unable to provide this service*". Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your Proposals.

2.1 Program Services

- A. The Contractor must be capable of receiving referrals of licensees and coordinating appropriate communication at any time.
- B. The contractor must develop and maintain a referral list of treatment providers approved to provide assessments and treatment for inpatient and intensive outpatient care and aftercare. Assessments must be performed by qualified evaluators using recognized methodologies, including, but not limited to, screening instruments, psychosocial testing, results of mental health/drug and alcohol history, and personal interviews.
- C. The contractor must administer an individualized treatment plan created by an approved treatment program. Case management must be administered by a qualified resource or resources. The resource(s) may be dedicated or shared.
- D. The contractor must use the intake assessment and recommendations from treatment providers and determine the elements for continuous monitoring for each participant, including:
 - 1) Required participation in treatment to include inpatient, intensive outpatient, outpatient, recommended aftercare, support groups, and one-on-one counseling. The ability to track recovery activities in real time through mobile technology applications and on paper forms.
 - 2) Recovery-related activities, with validation reports from the participants' employers, work-site monitors, counselors, sponsors, and others.
 - 3) Random drug testing incorporating alternative specimens, including hair test, Peth testing, nail, and oral fluid testing, performed by a laboratory that has the appropriate national certification for the performed testing. Testing fees are paid directly to the performing laboratory.
 - 4) Contractor must have routine individual meetings with the participant and coordinate framework for peer-to-peer support (ie. Pharmacist to Pharmacist).
 - 5) Execute and oversee a written substance use disorder agreement.
 - 6) Contractor must have direct communication access with the participant, including but not limited to by phone and email.

- E. The contractor must facilitate an assessment of each participant as part of the intake process to establish the necessary basis for appropriately managing each participant both initially and throughout their program participation. The contractor must also coordinate or help facilitate timely interventions and treatment.
- F. Reporting and Data
 - 1) Quarterly Reports
 - 2) Immediate reporting to the regulatory agency is required for specific circumstances or on demand per Board or Board staff request.
- G. Must employ an addiction-trained Medical Review Officer or Medical Director with expertise in recovery of healthcare professionals. Expertise shall be reflected in applicable certification(s) in personal recovery or addiction medicine (e.g. ASAM).
- H. Must have an independent, confidential administrative and/or case management review committee that gives recommendations to program staff. Peer program participants of the committee should only serve in an advisory capacity.
- I. Provide an independent internal review for participant disagreements/grievances against staff or case review committee recommendations
- J. Contractor must provide, communicate, and advocate for or against licensure of participants during regular MS Board of Pharmacy meetings and as needed. This attendance shall be in person. Advocacy must be based on established and tracked metrics.
- K. Referrals for mental health or fitness to practice including providing the Board guidance on the physical or mental capacity of a licensee to participate in the practice of pharmacy or assist in the practice of pharmacy with reasonable skills, confidence and safety to the public.
- L. Must maintain competency in the best practices of substance use disorder and mental health management, including dual diagnosis, and serve as a resource to the Board and Board staff in these areas.
- M. Collaborate with Board staff to provide educational programs concerning substance use disorder, benefits of self-reporting, and mental health wellness to identified stakeholders including but not limited to schools of pharmacy, targeted professional groups, and employers.
- N. The Board reserves the right to audit all records maintained by the contractor or its subcontractor's relative to the contractor's performance under this Contract. At least two (2) business days' notice by the Board will be given to the contractor of the intent to audit. The Board shall have the right to perform financial, performance, and other special audits on such records maintained by the contractor during regular business hours throughout the contract period. The contractor agrees that confidential information including, but not limited to, medical and other pertinent information relative to this contract, shall not be disclosed to any person or organization for any purpose without the expressed, written authority from the Board. The selected contractor will make available all records for review at no cost to the Board. Indicate your acceptance of this Proposals requirement and

willingness to cooperate. For the purposes of this section, the term “audits” refers to financial, performance, and other special audits on such records maintained by the contractor and/or its subcontractors relative to the contractor’s performance under this Contract. Confirm you will comply with this requirement.

SECTION 3. REFERENCES

It is a requirement for the Offeror to provide the following references as part of the Proposals. Failure to do so will result in disqualification of the Proposals submitted. References provided by the company must be familiar with the Offeror's abilities in the areas involved with this solicitation. Board staff will use these references to determine the Offeror's ability to perform the services. It is the responsibility of the Offeror to ensure that the reference contact information is correct and current. Board staff will not track down references. Offerors should verify before submitting their Proposals that the contact information provided is correct for each reference. Client references that cannot be contacted for verification will not be considered. The determination of the length of time an Offeror has provided these services will be based upon the initial date the Offeror established a contractual relationship to provide such services.

For each client provided pursuant to Subsections A-C please specify:

- 1) Client contact information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
- 2) The specific type of work your company provided to the client,
- 3) Contract effective dates (beginning and end dates) for the time period(s) your company provided services to the client.

If two or more of the following reference requirements are met by the same client, list additional clients so there are at least three (3) clients listed for each section. If you are unable to provide three (3) clients for each reference, provide as many as you have and indicate in the response additional references meeting this requirement are not available.

- A. List up to three clients for whom your company has provided services similar to those requested in this RFP. For each client, specify the type of recovery program services provided by your client, the average number of individual participating in the program, and the period of time retained as a client. For each client, the list must specify:
 - 1) Client name, include the name, title, address, e-mail address, and phone number of a person whom we may contact to confirm as needed,
 - 2) The type of work your company provided to the client,
 - 3) Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.
- B. List up to three governmental clients for whom your company has provided one or more of the services requested in this RFP. If possible, please list three additional clients besides any previously listed references. For each client, specify the type of work performed by your company, the average number of individuals participating in the program, and the period of time retained as a client. For each client, the list must specify:
 - 1) Client name, include the name, title, address, e-mail address, and phone number of a person whom we may contact to confirm as needed,
 - 2) The type of work your company provided to the client,
 - 3) Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.

- C. List all clients that have discontinued use of your services since January 1, 2018 and your understanding of their discontinued use of your services. For each client, the list must specify:
- 1) Client name, include the name, title, address, e-mail address, and phone number of a person whom we may contact to confirm as needed,
 - 2) The type of work your company provided to the client,
 - 3) Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client,
 - 4) Reason discontinued.

SECTION 4. STATEMENT OF COMPLIANCE AND EXCEPTION(S) FORM

If an Offeror objects to any terms, conditions, or requirements listed in the Board's Invitation for Proposals for Pharmacy Professionals Recovery Program Services, dated August 8, 2025, including all RFP attachments and amendments, the Offeror must list and explain the exceptions taken. If no exceptions are taken, then the Offeror shall state on the form "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Failure to complete and/or sign may result in Offeror being determined nonresponsive. Please carefully review the information located in **RFP Section 4, Statement of Compliance and Exception(s) Form**, and include a copy **signed by an officer, principal, or owner** of your company with your completed Proposals. Failure to submit a signed Statement of Compliance and Exception(s) form may result in your Proposals being eliminated from further consideration. If you object to any of the terms and conditions included in the Draft Pharmacy Professionals Recovery Program Services Contract (refer to **RFP Appendix A**), or any requirements listed in this RFP, please note and explain your objection(s) on the Statement of Compliance and Exception(s) form. Clauses in blue type in the Draft Contract are deemed mandatory and are nonnegotiable.

Conditional or qualified Proposals, unless specifically allowed, shall be subject to rejection in whole or in part. The Proposals must contain a high degree of acceptance of contract terms and conditions listed in the draft contract provided as **Appendix A** of this RFP. Refer to **RFP Section 9.7**.

A Proposals response that includes terms and conditions that do not conform to the terms and conditions in the RFP and draft contract is subject to rejection as non-responsive. The Board reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its Proposals response prior to a determination by the Board of non-responsiveness based on the submission of nonconforming terms and conditions. As a precondition to Proposals acceptance, the Board may request the Offeror to withdraw or modify those portions of the Proposals deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Statement of Compliance and Exception(s) Form

Offeror taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Offeror shall state in this section “No Exceptions Taken.” Failure to indicate any exception will be interpreted as the Offeror’s intent to comply fully with the requirements as written. Conditional or qualified Proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

We agree to adhere to all terms, conditions, and requirements as set forth in the Mississippi Board of Pharmacy Invitation for Proposals for Pharmacy Professionals Recover Program Services, dated August 8, 2025, including all RFP amendments, and the conditions contained in the draft contract included as RFP Appendix A, Draft Pharmacy Professionals Recovery Program Services Contract, except as listed below:

Procurement Section and Page Number	Original Language	Requested Change/Exception	MBP Decision
1.			
2.			
3.			

An original signature is required below. This statement must be signed by an appropriate Offeror officer, principal, or owner and returned as part of your Proposals.

Company Name: _____

Printed Name of Representative, Title: _____

Date: _____

Signature: _____

Note: Failure to sign this form may result in the Proposals being rejected as non-responsive. Modifications or additions to any portion of this Proposals document may be cause for rejection of the Proposals.

SECTION 5. GENERAL QUESTIONNAIRE

Failure to answer the following general questionnaire completely will result in Offeror being determined nonresponsive. In preparing your written response to the narrative questionnaire below, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

5.1 Provide the name, title, mailing address, e-mail address, and telephone number of the contact person for this Proposals.

5.2 State the full name of your firm/company, and provide the address, and telephone number of your principal place of business.

5.3 List the office that will service the Board. If it is located at a different address than the home office, provide the complete address, phone number, and facsimile number for this office.

5.4 Describe your organizational structure. Indicate whether your firm operates as a corporation, partnership, individual, etc. If it is incorporated, include the state in which it is incorporated, and list the names and occupations of those individuals serving on your firm’s Board of Directors.

5.5 Describe your organizations qualifications demonstrating work with healthcare professionals over the last five (5) years.

5.6 List the types and number of health care professionals and the numbers served in the last five (5) years.

5.7 Describe any ownership or name changes your firm has been through in the past three years. Are any ownership or name changes planned?

5.8 Please provide all information regarding the liability insurance that is held for the organization.

5.9 Provide a brief description of any outside Contractors or subcontractors that will be involved in providing key services detailed within your Proposals. Please include the term of your current contract with each Contractor or subcontractor. Describe the nature of the relationship with the subcontractor, including any ownership interest.

5.10 Describe your policy and procedure for obtaining and handling records. Description should include but should not be limited to access, storage, and destruction.

5.11 Describe the process utilized for informed consent of a participant in the Program.

5.12 Describe your Quality Assurance and Quality Improvement principles and related structure.

5.13 Has your firm had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Services (DHHS) within the last three years? If the answer is yes, please describe the circumstances and the corrective action in detail.

5.14 Is your firm licensed or authorized to provide the proposed services in the State of Mississippi?

5.15 Confirm the Proposal is valid for one (1) year after the date of submission.

SECTION 6. TECHNICAL QUESTIONNAIRE

Failure to answer the following questionnaire completely will result in Offeror being determined nonresponsive. In preparing your written response to the narrative questionnaire below, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

Experience in the administration of recovery network monitoring programs for healthcare professionals is required for all bidders. Describe in detail your knowledge and experience in providing peer assistance recovery services to include:

6.1 Describe the team dedicated to providing the requested scope of services for the Board. Specifically,

- A. Identify the dedicated individual who will serve as the primary contact for the Board along with a list of job duties and experience with other programs with services requested in this RFP. Include a resume(s) as an appendix to your Proposals in Section 9. Include any licenses and training if a health care professional.
- B. Provide the name(s) and resumes of all key personnel who will oversee and provide the services rendered to the Board, a brief statement of all duties each individual will be assigned, a brief statement as to why each person is qualified relative to this work and identify area(s) of expertise for each key person, detailed information on any special training or designation, and each person’s respective total number of years of experience related to the services being requested in this RFP. Include all resumes as an appendix to your Proposals in Section 9. Include any licenses and training for all health care professionals.

6.2 Describe the history, program philosophy, number of years in service, and accomplishments of your organization in managing healthcare professionals whose ability to safely practice is or may be impaired because of alcohol use, substance use/and or mental illness.

6.3 Provide a list and description of all tools used to provide monitoring and compliance of program participants. The list should include examples such as individual and aggregate reports related to meeting participation, drug testing, relapse indicators, etc. Include whether these tools provide date and time stamping and how they have been validated. Please describe how program participants interact with these tools.

6.4 The Board must have prompt and direct access to the Offeror throughout the contract period. Describe in detail how your company will provide this access.

6.5 Describe how the organization will facilitate the use of support groups (in person and online). Support groups shall have a foundation in the 12-step program.

6.6 Describe your organization’s confidentiality standards.

6.7 Describe any liaison work with public entities and other states and how your organization maintains awareness and competence in best practices.

6.8 Provide key performance indicators that reflect your ability to monitor health care professionals.

6.9 Describe the frequency of individual meetings with program participants. Please include any anticipated changes as participants progress in the program.

6.10 Describe the structure of your administrative and/or case management review committee.

6.11 Provide details of your internal review process for participant disagreements or grievances.

6.12. Provide a de-identified example of advocacy conducted in support of a program member regaining licensure. (ie. De-identified hearing transcript, letter of support, etc.)

6.13 Provide copies of all applicable program forms used for member management and education (e.g. consent to treat, release of information, intake forms, treatment center-related documents, participant handbook, medication use and reporting guidelines)

SECTION 7. FEE SCHEDULE

The Fee Schedule must be submitted as described herein. Modification or addition to any portion of the Fee Schedule may be cause for rejection of the Proposals. The fees quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and, any and all other direct or indirect costs, incurred or to be incurred. All pricing shall include all associated costs with no additional or hidden fees. All expenses shall be inclusive. The fees quoted shall constitute the entire compensation due to the Offeror for services rendered by each staff member. Pricing must be firm, flat dollar amounts, as percentage of other variable amounts will not be accepted. The Offeror shall also include a **total cost** for full performance of all services requested in the RFP.

The Fee Schedule shall be submitted as Section 7 of the Proposals and outline as below:

Direct Payment from MS Board of Pharmacy:

	Total Amount	Monthly Amount
December 1, 2025 to June 30, 2026	\$	\$
July 1, 2026 to June, 30, 2027	\$	\$
July 1, 2027 to June 30, 2028	\$	\$
July 1, 2028 to June, 30, 2029	\$	\$
Optional Renewal:		
July 1, 2029 to June 30, 2030	\$	\$
Total Contract Amount	\$	

Any Costs expected from Program Participants (do not include lab testing fees):

Pharmacist: _____ Monthly Fee
Technicians: _____ Monthly Fee
Students: _____ Monthly Fee

The pricing quoted above shall constitute the entire compensation due to the selected Offeror for services performed by its staff and all of the selected Offeror's obligations here under regardless of the difficulty, materials, or equipment required. No additional compensation will be provided by the Board for any expense, cost, or fee not specifically authorized by the resulting contract. The Board shall not provide any prepayments or initial deposits in advance of services being rendered. Fees for services provided by the selected Offeror shall be billable to the Board in monthly installments, in arrears, upon completion of services for each month of services delivered pursuant to the Contract.

Only those services agreed to by contract shall be considered for reimbursement/compensation by the Board. Payment for any and all services provided by the selected Offeror to the Board shall be

made only after said services have been duly performed and properly invoiced. The fees listed above are firm for the duration of resulting contract and are not subject to escalation for any reason unless resulting contract is duly amended.

The selected Offeror shall submit all invoices in a form acceptable to the Board with all of the necessary supporting documentation prior to the payment of allowable costs. Such invoices will, at a minimum, include the appropriate descriptions of the services being billed or other bases for charges included in RFP Section 7, Fee Schedule. Details will be determined during contract negotiations.

SECTION 8. SUBMISSION OF PROPOSALS AND PROPOSALS OPENING

8.1 Proposals must be received in the Board in Jackson, Mississippi by 2:00 p.m. CT on September 12, 2025.

8.2 Proposals may be submitted electronically or by paper format as outlined below. Offerors are only required to submit Proposals in one manner.

A. Submission of Paper Proposals

- 1) Paper copies of the original signed Proposals package and one copy of the signed Proposals package may be submitted in a sealed envelope or package to:

**Mississippi Board of Pharmacy
Attn: Todd Dear, Associate Director
6311 Ridgewood Road
Suite E401
Jackson, Mississippi 39211**

- 2) The sealed envelope or package must be labeled:
**SEALED PROPOSALS– DO NOT OPEN
Pharmacy Recovery Program RFP**
- 3) Proposals are subject to rejection unless submitted with the information included on the outside the sealed Proposals envelope or package.
- 4) The time and date of receipt will be indicated on the sealed Proposals envelope or package by Board staff. The only acceptable evidence to establish the time of receipt at the office identified for Proposals opening is the time and date stamp of that office on the Proposals wrapper or other documentary evidence of receipt used by that office.
- 5) All Offerors are urged to take the possibility of delay into account when submitting a Proposals. Timely submission of the Proposals package is the responsibility of the Offeror. Proposals received after the specified time will not be considered. It is suggested that if a Proposals is mailed to the Board, it should be posted in certified mail with a return receipt requested. The Board will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the Offeror.

B. Submission of Proposals Electronically

- 1) Electronic submissions of proposals shall be sent to TDear@mbp.ms.gov
- 2) The subject line of the email must read:
**SEALED PROPOSALS Pharmacy Professionals Recovery Program Services
9/12/2025.**
- 3) The time and date stamp on the email as received by the Board will be considered the time and date of receipt. It is the sole responsibility of the Offeror to ensure the email containing the Proposals package is received by the Board prior to the submission deadline.

8.3 Timely submission of the Proposals package is the sole responsibility of the Offeror. Proposals received after the specified time shall be rejected and remain unopened in the procurement file. The Offeror assumes all risk regarding delivery of the Proposals. The Board

will not be responsible for delivery delays, packages which are lost in the delivery process, misdirected emails, or other deliver errors.

8.4 Offerors shall identify each page of the Proposals package with the Offeror's name.

8.5 Failure to submit a Proposals in the Proposals form provided will be considered cause for rejection of the Proposals. Modifications or additions to any portion of the Proposals document may be cause for rejection of the Proposals. The Board reserves the right to decide, on a case-by-case basis, whether to reject a Proposals with modifications or additions as non-responsive. As a precondition to Proposals acceptance, the Board may request the Offeror to withdraw or modify portions deemed non-responsive that do not affect the service's quality, quantity, price, or delivery.

8.6 Proposals submitted by facsimile (fax) machine will not be accepted/considered.

8.7 Submission Format –Each Offeror must submit their Proposals in the style and format outlined herein.

A. The Proposals should be labeled and submitted as applicable per file version:

Section 1 – Introduction/Signed Proposals Cover Letter

Section 2 – Scope of Services Confirmation

Section 3 – References

Section 4 – Signed Statement of Compliance and Exception(s) Form

Section 5 – General Questionnaire

Section 6 – Technical Questionnaire

Section 7 – Fee Schedule

Section 8 - Signed Acknowledgement

Section 9 – Résumés for Key Staff: Provide a complete résumé of key Offeror staff who will be assigned to render services to the Board, including detailed information on any special training or designations and each person's respective total number of years of experience related to the services being requested in this RFP.

Section 10 – Any Additional Information Not Specifically Requested: If you have additional information you would like to provide, include it as Section 10 of your Proposals. It is the Offeror's sole responsibility to submit information relative to the evaluation of its Proposals and the Board is under no obligation to solicit such information if it is not included in the Proposals.

- B. Each page of the Proposals should be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire Proposals. The intent of this requirement is for the Offeror to submit all information in a manner that is clearly referenced and easily located.

8.8 Any Offeror claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1 et seq. and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption. If the Proposals contains confidential information, one (1) redacted electronic copy of the complete Proposals including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word ® or PDF® .

- A. **If a redacted copy is not submitted, the Board shall consider the entire Proposals to be public record.** The redacted copy should identify which section or information has been redacted and the Offeror shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated § 25-61-9(7), the type of service to be provided, the price to be paid, and the term of the Contract cannot be deemed confidential.
- B. The redacted copy shall be considered public record and immediately released, without notification to the Offeror, pursuant to any request under the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* and 79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by the Board, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.
- C. In accordance with *PPRB OPSCR Rules and Regulations Section 1-301*, “Any party seeking a protective order on a procurement contract awarded by state agencies shall give notice to and provide the reasons for the protective order to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure. The notice and reasons for the protective order must also be posted on the Mississippi Procurement Portal for a minimum of seven (7) days before filing the petition seeking the protective order in a chancery court. Any party seeking a protective order in violation of this subsection may be barred by a state agency from submitting Proposals, Proposals or qualifications for state procurements for a period not to exceed five (5) years.” Any records requested through a public records request shall be released no later than twenty-one (21) days from the date the third parties are given notice by the public body unless the third parties have followed the notification requirements and also filed in chancery court a petition seeking a protective order on or before the expiration of the twenty-one (21) daytime period.

8.9 All documentation submitted in response to this RFP and any additional information submitted in response to subsequent requests for information pertaining to this RFP shall become the property of the Board and will not be returned to the Offeror.

8.10 All information requested is considered important. Failure to provide all requested information and in the required format may result in disqualification of the Proposals. The Board

has no obligation to locate or acknowledge any information in the Proposals that is not presented under the appropriate outline and in the proper location according to the instructions herein.

8.11 If determined that the Offeror has altered any language in the original RFP, the Board may, at its sole discretion, disqualify the Offeror from further consideration. The RFP issued by the Board is the official version and will supersede any conflicting language subsequently submitted in Proposals.

8.12 Important Dates and Deadlines

August 8, 2025	Invitation for Proposals Released
August 21, 2025	Questions and Request for Clarification due to the Board
August 24, 2025	Anticipated responses to Offeror questions to be posted
September 12, 2025 2:00 pm	Proposals submission deadline
September 18, 2025	Presentation of Finalist, if Required by Board
September 25, 2025	Notice of Intent to Award
November 6, 2025	Notice of Contract Award Published
December 1, 2025	Contract Effective Date

*Adjustments to the schedule may be made as deemed necessary by the Board. Any Offerors selected as finalists will make presentations in Jackson, Mississippi. The Board shall not be responsible for any expenses incurred by the Offeror for such presentation. **Due to the constraints of the RFP timeline and the relative importance of presentations in the evaluation process, interested Offerors are encouraged to be prepared to accommodate this schedule.**

8.13 Contact, Questions/Request for Clarification, and Acknowledgement of Responses/RFP Amendments

- A. Offerors must carefully review this solicitation, the Contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, Offerors may have questions to clarify or interpret the RFP to submit the best Proposals possible. To accommodate the questions and requests for clarifications, Offerors shall submit any such question via email by the deadline reflected in RFP Section 9.2. All questions and requests for clarifications must be directed by email to:

Todd Dear, Associate Director

Email: TDear@mbp.ms.gov

- B. Offerors should enter “RFP Pharmacy Professionals Recovery Program Services - Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

	RFP Section, Page Number	Offeror Question/Request for Clarification
1.		

- C. Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFP. The identity of the organization

submitting the question(s) will not be revealed. All questions and answers will be published on The Buying and Selling to Government in Mississippi website and the Board's website as an amendment to the RFP by the date and time reflected in RFP Section 8.2.

- D. Offerors shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgement shall be submitted to Todd Dear, Associate Director, via email TDear@mbp.ms.gov. Each Offeror shall submit a written acknowledgement of every amendment to the Board on or before the submission deadline.
- E. The Board will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by the contact person as an RFP amendment. Offerors are cautioned that any statements made by Board personnel that materially change any portion of the Proposals document shall not be relied upon unless subsequently ratified by a formal written amendment to the Proposals document.
- F. All Offeror communications regarding this RFP must be directed to Todd Dear, Associate Director. Unauthorized contact regarding the RFP with other employees of the Board may result in the Offeror being disqualified, and the Offeror may also be suspended, disbarred, or removed from consideration for award of contracts with the State of Mississippi for a period of two (2) years. At no time shall any Offeror or its personnel contact, or attempt to contact, any Board staff regarding this RFP except the contact person as set forth and, in the manner, prescribed herein.
- G. No pre-Proposals conference will be held for this RFP.
- H. The Board reserves the right to amend this RFP at any time. Should an amendment to the RFP be issued, it will be posted on The Buying and Selling to Government in Mississippi website and also the Board's website under the heading at "MBP Proposals Announcements" at <https://www.mbp.ms.gov/news> in a manner that all Offerors will be able to view. Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Proposals package, by identifying the amendment number and date in the space provided for this purpose on the RFP amendment, or by letter. The acknowledgment should be received by the Board by the time, date, and at the place specified for receipt of Proposals. It is the Offeror's sole responsibility to monitor The Buying and Selling to Government in Mississippi website and the Board's website for any updates or amendments to the RFP. Questions and Answer document(s), if any are issued/posted on The Buying and Selling to Government in Mississippi website and the Board's website, must be treated the same as an RFP Amendment, meaning they will require acknowledgement.
- I. The RFP is comprised of the base RFP document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

8.14 Corrections and Clarifications

The Board reserves the right to request clarifications or corrections to Proposals. Any Proposals received which does not meet any of the requirements of this RFP, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

8.15 Modification, Withdrawal, or Rejection of a Proposals

- A. Modifications or additions to any portion of the procurement document may be cause

- for rejection of the Proposals. The Board reserves the right to decide, on a case-by-case basis, whether to reject a Proposals with modifications or additions as non-responsive. As a precondition to Proposals acceptance, The Board may request the Offeror to withdraw or modify those portions of the Proposals deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The RFP issued by the Board is the official version and will supersede any conflicting RFP language subsequently submitted in Proposals.
- B. An Offeror may withdraw a submitted Proposals by submitting a written notification for its withdrawal to the Board, signed by the Offeror, and emailed, or mailed to the addresses provided within RFP Section 8.1 prior to the time and date set for Proposals opening. The Board shall not accept any amendments, revisions, or alterations to Proposals after the due date unless requested by the Board. Late Proposals shall not be considered for award and the Offeror shall be notified as soon as practicable.
 - C. If the price proposed/offered is substantially lower than those of other Offerors, a mistake may have been made. An Offeror may withdraw its Proposal from consideration if certain conditions are met:
 - 1) The Proposal is submitted in good faith;
 - 2) The price proposed/offered is substantially lower than those of other Offerors because of a mistake;
 - 3) The mistake is a clerical error, not an error of judgment; and,
 - 4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the Proposal demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.
 - D. To withdraw a Proposal that includes a clerical error after Proposal's opening, the Offeror must give notice in writing to the Board of claim of right to withdraw a Proposal. Within two (2) business days after the Proposal's opening, the Offeror requesting withdrawal must provide to the Board all original work papers, documents, and other materials used in the preparation of the Proposal.
 - E. An Offeror may also withdraw a Proposal, prior to the time set for the opening of Proposal, by simply making a request in writing to the Board. No explanation is required.
 - F. No Offeror who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the Contract is awarded, or otherwise benefit from the Contract.
 - G. No partial withdrawals of a Proposal is permitted after the time and date set for the Proposal's opening; only complete withdrawals are permitted.
 - H. A Proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP document is subject to rejection as non-responsive. Further, submission of a Proposal that is not complete and/or signed is subject to rejection as non-responsive. The Board reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its Proposal prior to a determination by the Board staff of non-responsiveness based on the submission of nonconforming terms and conditions.

8.16 Right to Consider Historical Information

The Board reserves the right to consider historical information regarding the Offeror, whether gained from the Offeror's Proposal, conferences with the Offeror, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

8.17 Right to Reject, Cancel and/or Issue Another RFP

The Board specifically reserves the right to reject any or all Proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

8.18 Availability of Funds

It is expressly understood and agreed that the obligation of Board to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Board shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Board of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8.19 Cost of Proposals Preparation

All costs incurred by the Offeror in preparing and delivering its Proposal, making presentations, and any subsequent time and travel to meet with the Board regarding its Proposal shall be borne exclusively by the Offeror.

8.20 Registration with Mississippi Secretary of State

By submitting a Proposal, the Offeror 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 seven (7) business days of being notified by the Board that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

8.21 Offeror Investigations and Certifications

- A. Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Contract and to verify any representations made by the Board upon which the Offeror will rely. If the Offeror receives an award because of its Proposals submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligation to comply in every detail with all provisions and requirements of the Contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.
- B. By submitting a Proposal, the Offeror certifies the following:
 - 1) That he/she has thoroughly read and understands the RFP and all attachments thereto;

- 2) That the company meets all requirements and acknowledges all certifications contained in the RFP and attachments thereto;
 - 3) That it is not currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of Mississippi 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;
 - 4) That the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a Proposal, or the methods or factors used to calculate the prices proposed/offered; and,
 - 5) That such Offeror has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract.
- C. The Offeror agrees that submission of a signed Proposal, fee schedule and deliverable date forms is certification that the Offeror will accept an award made to it because of the submission. Under no circumstances, shall the maximum time for Proposal acceptance by the State extend beyond one (1) year from the date of opening.

8.22 Contract and Property Rights

Contract rights do not vest in any party until a contract is legally executed. The Board is under no obligation to award a contract following issuance of this solicitation.

Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Board is under no obligation to award a contract and may terminate a legally executed contract at any time.

8.23 Minor Informalities and Irregularities

The Board has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Offeror. If insufficient information is submitted by a Offeror for the Board to properly evaluate the offer, the Board has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Offeror.

8.24 Request for Reconsideration of the Terms of the Solicitation

Any actual or prospective vendor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a request for reconsideration to Todd Dear, Associate Director of the Board, and the MDFA Director of OPSCR. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance shall result in waiver of any claim a vendor may have. If requesting

reconsideration of the terms of the solicitation, the request shall be submitted within three (3) business days following the date of public notice as defined in PPRB OPSCR Rules & Regulations Section 6.5.1. The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFX number of the solicitation, the date the RFP was issued, and an explanation of the specific basis for the request, including the identification of which of these rules and regulations the requesting offeror believes were violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and the Rules and Regulations of the Office of Personal Service Contract in effect at the time of the issuance of this RFP.

SECTION 9. PROPOSALS EVALUATION AND AWARD

9.1 All Proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. A formal scoring methodology comprised of two phases – compliance, analysis – will be utilized, with each Proposal required to pass the previous phase to qualify for further evaluation in the next phase. The Board, at its discretion, may require a finalist phase during which a presentation will be made by Offerors reaching such phase. The Board will use an evaluation committee to review and evaluate the Proposals using a 100-point scale as well as consensus scoring. Consensus scoring involves a solidarity or general agreement of opinion among evaluators, based on information and data contained in the RFP Proposals. The evaluation of any Proposals may be suspended and/or terminated at the Board's discretion at any point during the evaluation process at which time the Board determines that said Proposals and/or Offeror fails to meet any of the mandatory requirements as stated in this RFP, the Proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the Board receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

9.2 Evaluation Process

- A. Compliance Phase - In this initial phase of the evaluation process, all Proposals received are reviewed by the Board's Associate Director and/or designee to determine if mandatory RFP requirements have been satisfied, meaning whether a Proposals/Offeror is responsive, responsible, and/or acceptable. Compliance requirements are not assigned a point percentage or score but are simply recorded as Pass or Fail.
- 1) Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory Proposals disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
 - 2) Every statement containing "may," "can," "should," etc., is a desirable requirement. Offerors may ignore these if they wish. The only penalty for doing so is a possible loss of scoring points if the requirement has scoring points tied to it.
 - 3) A Pass score is assigned to each factor for which the response to the question(s) defined is "Yes." If any factor receives a Fail score or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers.
 - 4) Proposals with errors that do not alter the substance of the Proposals can be accepted, and the Board Associate Director may allow the Offeror to correct the problem prior to review if the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other Offerors. The Board has the right to waive minor defects or variations of a Proposals 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 an Offeror with the Proposals for the Board to properly evaluate the Proposals, the Board 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. Discussions may be conducted with Offerors who submit Proposals determined to be reasonably

susceptible of being selected for the award, but Proposals may also be accepted without such discussions. If any component received a Fail score (a “No” response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these RFP requirements may result in the Proposals being eliminated from further consideration. All Proposals which are determined to be responsive, responsible, and/or acceptable will continue to next phase.

B. Analysis Phase - In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each Proposals. The evaluation factors are listed in order of their relative importance and weight:

- 1) Cost (40%)
- 2) Management (25%)
- 3) Technical (25%)
- 4) Quality Improvement and Governance (10%)

Eligible proposals will be ranked per these evaluation criteria. Award will be based on the overall evaluation score.

C. Finalist Phase - Upon completion of the Analysis Phase, the Board reserves the right to conduct a finalist phase. At the Board’s discretion, all finalists may be required to make a presentation to the evaluation committee. If scheduled, individual finalist presentations shall be held either in Jackson, Mississippi, or virtually, to allow the evaluation committee the opportunity to conduct technical interviews of the finalists, and to confirm/clarify information provided in the submitted Proposals or otherwise gathered during the evaluation process. Any substantial oral clarification shall be reduced to writing by the Offeror. The Board will provide at least five (5) days advance notice to the impacted Offerors. Due to the constraints of the RFP timeline and the relative importance of presentations and site visits in the evaluation process, interested Offerors are encouraged to be prepared to accommodate this schedule.

9.3 Upon completion of the evaluation of Proposals, the evaluation committee will determine the top scoring Proposals and provide a recommendation to the Board. The Board will decide as to the Proposals deemed most advantageous to the Board and will authorize the issuance of (an) intent to award the contract(s) to the selected Offeror(s) and authorize contract negotiations with selected Offeror(s). After such authorization by the Board, all participating Offerors will be notified in writing of the contract award(s) and will be afforded the opportunity to participate in a post-award debriefing.

9.4 The Board intends to award one contract to provide the services described within this RFP to a responsible and responsive Offeror whose Proposals is determined in writing to be the most advantageous to the State taking into consideration the price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. Award for this procurement will be posted on the Board’s website under the heading “MBP Proposals Announcements” at <https://www.mbp.ms.gov/news> . Offerors will be notified via email of the awards.

9.5 The Board reserves the right to further clarify and/or negotiate with selected Offeror(s) evaluated best following completion of the evaluation of Proposals but prior to contract execution if deemed necessary. The Board reserves the right to further clarify and/or negotiate with selected

Offeror(s) on any matter submitted to facilitate arriving at contract(s). The Board also reserves the right to move to the next best Offeror if negotiations do not lead to executed contract(s) with the best Offeror(s).

9.6 Request for Reconsideration of the Intent to Award

If requesting reconsideration of the intent to award, the request shall be submitted within seven (7) calendar days of the Notice of Intent to Award and posting of the Board's Procurement File, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The request shall contain the requesting Offeror's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, the date the RFP was issued, the date the Notice of Intent to Award was issued, and an explanation of the specific basis for the request, including the identification of which of these rules and regulations and/or the terms of the RFP the requesting Offeror believes were violated by the Board during the evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the Board Procurement File, these rules and regulations, and the terms of the RFP. If the requesting Offeror believes the Board Procurement File posted on the Board website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting Offeror shall so state in the request and shall specify what it believes to be missing. Should the requesting Offeror believe the trade secrets and/or confidential commercial or financial information which were redacted from the Board Procurement File posted on the Board website contain issues related to its request, the requesting Offeror shall state those concerns in the request – even if speculative – in a manner which is specific enough for the Board to provide a response.

All requests must be in writing, dated, signed by the Offeror or an individual authorized to sign contracts on behalf of the requesting Offeror. Exhibits shall not be included with the request. The request shall not be supplemented. Reference to documents outside of or facts not supported by the Board Procurement File or the RFP shall not be considered by the Board when responding to the request.

9.7 Required Contract Terms and Conditions

A draft contract has been included as Appendix A to this RFP for your review and comment. Any contract entered into with the Board pursuant to this RFP shall have the clauses in blue font as these are required pursuant to the PPRB OPSCR Rules and Regulations as updated and replaced by PPRB. These required clauses are mandatory and are non-negotiable. The Board discourages exceptions from the draft contract content, regardless of content being required or not. Such exceptions may cause a Proposals to be rejected as non-responsive. Proposals which condition the Proposals based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the Proposals will be given.

9.8 Agency Website

This RFP, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Proposals Conference, Tour, or Site Visit, if any were issued, the Notice of Intent To Award, and the Evaluation Report will be posted on the Board's website at <https://www.mbp.ms.gov/news> and The Buying and Selling to Government in Mississippi website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False

9.9 Attachments

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

Appendix A
Contractor Services Contract

PHARMACY PROFESSIONALS RECOVERY PROGRAM SERVICES CONTRACT

This Pharmacy Professionals Recovery Program Services Contract (Contract) is made by and between the Mississippi Board of Pharmacy (Board) and [Insert Company Name] (Contractor), effective December 1, 2025, under the following terms and conditions under which the Contractor agrees to provide a Pharmacy Professionals Recovery Program (“Program”) for impaired pharmacists, pharmacy students and pharmacy technicians licensed or registered with the Board.

1. Scope of Services

The Contractor shall provide a recovery program for pharmacists, pharmacy students and pharmacy technicians licensed or registered with the Board, which shall align with the Board’s goal to protect the public while encouraging and supporting the wellbeing of pharmacists, pharmacy students and pharmacy technicians from the diseases of substance abuse disorder, mental or physical illness that may impact a licensee’s ability to practice with reasonable skills, confidence, and safety to the public.

The Contractor will provide all services and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Program Services

- A. The Contractor must be capable of receiving referrals of licensees and coordinating appropriate communication at any time.
- B. The contractor must develop and maintain a referral list of treatment providers approved to provide assessments and treatment for inpatient and intensive outpatient care and aftercare. Assessments must be performed by qualified evaluators using recognized methodologies, including, but not limited to, screening instruments, psychosocial testing, results of mental health/drug and alcohol history, and personal interviews.
- C. The contractor must administer an individualized treatment plan created by an approved treatment program. Case management must be administered by a qualified resource or resources. The resource(s) may be dedicated or shared.
- D. The contractor must use the intake assessment and recommendations from treatment providers and determine the elements for continuous monitoring for each participant, including:
 - 1) Required participation in treatment to include inpatient, intensive outpatient, outpatient, recommended aftercare, support groups, and one-on-one counseling. The ability to track recovery activities in real time through mobile technology applications and on paper forms.
 - 2) Recovery-related activities, with validation reports from the participants' employers, work-site monitors, counselors, sponsors, and others.
 - 3) Random drug testing incorporating alternative specimens, including hair test, Peth testing, nail, and oral fluid testing, performed by a laboratory that has the

appropriate national certification for the performed testing. Testing fees are paid directly to the performing laboratory.

- 4) Contractor must have routine individual meetings with the participant and coordinate framework for peer-to-peer support (ie. Pharmacist to Pharmacist).
 - 5) Execute and oversee a written substance use disorder agreement.
 - 6) Contractor must have direct communication access with the participant, including but not limited to by phone and email.
- E. The contractor must facilitate an assessment of each participant as part of the intake process to establish the necessary basis for appropriately managing each participant both initially and throughout their program participation. The contractor must also coordinate or help facilitate timely interventions and treatment.
- F. Reporting and Data
- 1) Quarterly Reports
 - 2) Immediate reporting to the regulatory agency is required for specific circumstances or on demand per Board or Board staff request.
- G. Must employ an addiction-trained Medical Review Officer or Medical Director with expertise in recovery of healthcare professionals. Expertise shall be reflected in applicable certification(s) in personal recovery or addiction medicine (e.g. ASAM).
- H. Must have an independent, confidential administrative and/or case management review committee that gives recommendations to program staff. Peer program participants of the committee should only serve in an advisory capacity.
- I. Provide an independent internal review for participant disagreements/grievances against staff or case review committee recommendations
- J. Contractor must provide, communicate, and advocate for or against licensure of participants during regular MS Board of Pharmacy meetings and as needed. This attendance shall be in person. Advocacy must be based on established and tracked metrics.
- K. Referrals for mental health or fitness to practice including providing the Board guidance on the physical or mental capacity of a licensee to participate in the practice of pharmacy or assist in the practice of pharmacy with reasonable skills, confidence and safety to the public.
- L. Must maintain competency in the best practices of substance use disorder and mental health management, including dual diagnosis, and serve as a resource to the Board and Board staff in these areas.
- M. Collaborate with Board staff to provide educational programs concerning substance use disorder, benefits of self-reporting, and mental health wellness to identified stakeholders including but not limited to schools of pharmacy, targeted professional groups, and employers.
- N. The Board reserves the right to audit all records maintained by the contractor or its subcontractor's relative to the contractor's performance under this Contract. At least two (2) business days' notice by the Board will be given to the contractor of the intent to audit.

The Board shall have the right to perform financial, performance, and other special audits on such records maintained by the contractor during regular business hours throughout the contract period. The contractor agrees that confidential information including, but not limited to, medical and other pertinent information relative to this contract, shall not be disclosed to any person or organization for any purpose without the expressed, written authority from the Board. The selected contractor will make available all records for review at no cost to the Board. Indicate your acceptance of this Proposals requirement and willingness to cooperate. For the purposes of this section, the term “audits” refers to financial, performance, and other special audits on such records maintained by the contractor and/or its subcontractors relative to the contractor’s performance under this Contract. Confirm you will comply with this requirement.

2. Contract Term

- A. This Contract is effective December 1, 2025 and shall terminate on June 30, 2029. There will be an option to renew the contract for an additional one (1) year term, at the discretion and approval of the Board.
- B. All records and information provided by the Board or through its Licensees to the Contractor are the sole property of the Board and will be returned to the Board within thirty (30) days of the termination date of this Contract.

3. Consideration

The Board agrees to compensate the Contractor for services approved by the Board and performed by the Contractor under the terms of this Contract in an amount as follows:

- A. The yearly and monthly rates as listed in Exhibit A, Fee Schedule for Pharmacy Professionals Recovery Program Services (including the total cost of contract services sum), of this Contract will constitute the entire compensation due to the Contractor for services and all the Contractor’s obligations hereunder regardless of the difficulty, materials, or equipment required. The total fees include all associated costs with no additional or hidden fees. The hourly rates include, but are not limited to, all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes, fees, and general office expense; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and any and all other direct and indirect costs, incurred or to be incurred, by the Contractor. The fees and rates listed in Exhibit A, Fee Schedule for Pharmacy Professionals Recovery Program Services, of this Contract are firm for the duration of this Contract and are not subject to escalation for any reason, unless otherwise provided for within this Contract, or unless this Contract is duly amended.
- B. The Contractor will be paid in monthly installments in arrears upon completion of services.
- C. The Contractor will submit all invoices, in a form acceptable to the Board (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor of any allowable fees. Fees will be

invoiced in sufficient detail and format as determined by the Board. Such invoices will include, at a minimum, a description of the service(s) provided, the compensation rate, the time period in which services were provided, and total fees requested for the period being invoiced. The Board shall not provide any prepayments or initial deposits in advance of services being rendered. Fees for services provided by the Contractor shall be billable to the Board in arrears at the end of each deliverable date. Payment for any and all services provided by the Contractor to the Board shall be made only after said services have been duly performed and properly invoiced. Only those services agreed to by contract shall be considered for reimbursement/compensation by the Board. No additional compensation will be provided by the Board for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the Board.

- D. Upon the effective date of termination of this Contract, the Contractor will remain liable for any obligations arising hereunder prior to the effective date of such termination. In addition, in the event of termination of the Contract for any reason, the Contractor shall be paid for services rendered and allowable expenses incurred up to the effective date of termination.

4. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

5. Applicable Law

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

6. Approval

It is understood that if this Contract requires approval by the Public Procurement Review Board (PPRB) and/or the MDFA Office of Personal Service Contract Review (OPSCR), and this Contract, if not approved by the PPRB and/or OPSCR, is void and no payment shall be made hereunder.

7. Attorney's Fees and Expenses

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the Board all costs and expenses, without limitation, incurred by the Board in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall the Board be obligated to pay attorneys' fees or legal costs to Contractor.

8. Authority to Contract

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

9. Availability of Funds

It is expressly understood and agreed that the obligation of the Board to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the Board shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Board of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. Change in Scope of Work

The Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services have been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the Executive Director of the Board and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or shall otherwise require more compensation to the Contractor, the Contractor shall immediately notify the Board in writing of this belief. If the Board believes that the particular work is within the scope of the Contract as written, the Contractor shall be ordered to and shall continue the work as changed and at the cost stated for the work within the Contract.

11. Compliance with Equal Opportunity in Employment Policy

The Contractor understands that the Board 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 the Contractor agrees during the term of the Contract that the Contractor shall strictly adhere to this policy in its employment practices and provision of services.

12. Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

13. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that Board is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated § 25-61-1 et seq. If a public records request is made for any information provided to the Board pursuant to the Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the Board shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Board shall not be liable to the Contractor for disclosure of information required by court order or required by law.

14. Contractor Personnel

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

15. Disclosure of Confidential Information

In the event that either party to this Contract 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, within 2 days of receipt of such request, 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 Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1 et seq.

16. Disputes

Any dispute concerning the Contract which is not disposed of by agreement shall be decided by the President of the Board who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the President of the Board shall be final and

conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the Contract.

17. E-Payment

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

18. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the [Agency] subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

19. Failure to Deliver

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

20. Failure to Enforce Does Not Constitute Waiver

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

21. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, the Contractor shall notify the Board immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Board may exercise any rights it has under the contract which are available when neither party is in default.

22. Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Board, 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 attorneys’ 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 Contract.

In the Board’s sole discretion, upon approval of the Office of the Mississippi Attorney General, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the Board. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Board shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General and the Board, which shall not be unreasonably withhold.

23. Independent Contractor Status

The Contractor shall at all times, be regarded as, and shall be legally considered an Independent Contractor and shall at no time act as an agent for the Board. Nothing contained herein shall be deemed or construed by the Board, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Board and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Board or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Board and Contractor.

The Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Board. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Board, and the Board shall

be at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

The Board shall not withhold from the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Board shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

24. Information Designated by the Board as Confidential

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the Board may result in the immediate termination of this agreement.

25. Modification or Renegotiation

This Contract may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Contract if federal, State and/or the Board revisions of any applicable laws or regulations make changes in this Contract necessary.

26. No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

27. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract shall be made in writing by the Board and agreed to by the Contractor.

28. Ownership of Documents and Work Papers

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

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

30. Procurement Regulations

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

31. Professional Certifications and Licenses

Contractor shall provide official copies of all valid licenses and certificates required for performance of the work. The official copies shall be delivered to the Board no later than ten business days after Contractor receives the Notice of Intent to Award from the Board. Current official copies of licenses and certificates shall be provided to the Board within five business days of request at any time during the contract term. Licenses and certificates required for this contract include the following: a business license valid in Mississippi; a professional license or certificate.

32. Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Board may terminate this contract at any time for its own convenience.

33. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Board a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Board has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

34. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the Board and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

35. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by the Board or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Board, the Mississippi State Auditor's Office, and/or other entity of the state.

36. Right to Inspect

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

37. Severability

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

38. Standards of Care/Remedies

The Contractor shall exercise reasonable care and due diligence consistent with standards in the industry in the performance of its obligations under this Contract.

39. Stop Work Order

The Board may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Board. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Board. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order,

unless the Board has terminated that part of the agreement or terminated the agreement in its entirety. The Board is not liable for payment for services which were not rendered due to the stop work order.

40. Termination

Termination for Convenience. The Board may, when the interests of the Board so require, terminate this contract in whole or in part, for the convenience of the Agency. The Board shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Board gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Board may terminate the contract for default and the Contractor will be liable for the additional cost to the Board to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

41. Third Party Action Notification

The Contractor shall give the Board prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Contract.

42. Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

43. Notices

All notices required or permitted to be given under this Contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt

requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

If to the Board:

**Attention: Susan McCoy, Executive Director
Mississippi Board of Pharmacy
6311 Ridgewood Road
Suite E401
Jackson, Mississippi 39211**

If to the Contractor:

**[Name, Title]
[Contractor Name]
[Address]
[City, State, Zip]**

44. Incorporation of Documents

This Contract consists of and precedence is hereby established by the order of the following documents incorporated herein:

- A. This Contract signed by the parties including Exhibit A - Fee Schedule for Pharmacy Professionals Recovery Program Services;
- B. The Mississippi Board of Pharmacy's Request for Proposals for Pharmacy Professionals Recovery Program Services, dated August 8, 2025, and attached hereto as Exhibit B and incorporated fully herein by reference; and
- C. The Contractor's Response to the Mississippi Board of Pharmacy's Request for Proposals for Pharmacy Professionals Recovery Program Services, dated _____, 2025, attached hereto as Exhibit C and incorporated fully herein by reference.

CONTRACT EXHIBIT A

**FEE SCHEDULE FOR
PHARMACY PROFESSIONALS RECOVERY PROGRAM
SERVICES**

CONTRACT EXHIBIT B

**MISSISSIPPI BOARD OF PHARMACY'S
REQUEST FOR PROPOSALS FOR
PHARMACY PROFESSIONALS RECOVERY PROGRAM
SERVICES**

CONTRACT EXHIBIT C

**CONTRACTOR'S RESPONSE TO
THE MISSISSIPPI BOARD OF PHARMACY'S
REQUEST FOR PROPOSALS FOR
PHARMACY PROFESSIONALS RECOVERY PROGRAM
SERVICES**