Company Name:			
Contact Name:			
Company Addres	s:		

Phone Number: __ Email Address: _

Special Requirements for Bids

Forrest General Hospital Attention: Purchasing Department 125 South 28th Avenue Suite 100 Hattiesburg, MS 39401 (601) 288-1922

BID MUST BE RETURNED NO LATER THAN September 27, 2022 at 2:00 p.m.

Return Bid Envelope Must Be Marked on Outside:

BID # 1587 ENCLOSED "Non-Emergent Patient Transport Services"

****DUE TO THE COVID-19 PANDEMIC, BIDS MUST BE SUBMITTED VIA MAIL ONLY NO LATER THAN SEPTEMBER 27, 2022, AT 2:00 P.M.****

Bid Opening Date: Tuesday, September 27, 2022 Bid Opening Time: Immediately after 2:00 p.m.

> Bid Opening To Take Place: Forrest General Hospital Purchasing Department 125 South 28th Avenue Hattiesburg, MS 39401

Forrest Health reserves the right to accept or reject any or all bids, as well as waive any and all informalities it deems appropriate.

****DUE TO THE COVID-19 PANDEMIC, THE BID OPENING WILL CONSIST OF TWO (2) REPRESENTATIVES FROM THE PURCHASING DEPARTMENT. THE WINNER WILL BE NOTIFIED VIA TELEPHONE AND/OR MAIL.

From: Paul DeFreese

Forrest General Hospital Purchasing Department 125 South 28th Avenue Hattiesburg, MS 39401

SUBJECT: BID INSTRUCTIONS

You are invited to bid on the attached request for quotation. Please read the information carefully.

The terms and conditions stated in this Request for Quotation shall be considered agreed to, unless specified otherwise. The Board reserves the right to reject any and all bids and to waive irregularities and informalities in the bid.

Please place your Company Name, Contact Name, Address, Telephone Number, and Email Address on the top left of page one (1). Provide the cost per mile and complete all information as specified on page twenty-four (24). Provide signature of an official of your company at the bottom of page twenty-four (24) and on the Standard Contract Addendum on pages twenty-five (25) and twenty-six (26).

Mail your bid as specified on the attached "Special Requirements" page to the above address for the Forrest General Hospital Purchasing Department in a sealed envelope. Quotation envelope must be marked with "**BID #1587 ENCLOSED**" and "**Non-Emergent Patient Transport Services**" on the outside of the sealed envelope. **Quotations received after the specified date, time and/or without bid # on the outside of the envelope, shall not be considered.** Faxed copies of bid will only be accepted if faxed to an outside source and delivered to Forrest General Hospital Purchasing Department in a sealed envelope with all required information on outside of envelope.

Thank you,

Defreese

Paul DeFreese Purchasing Analyst

REQUEST FOR QUOTATION/PROPOSAL FORREST HEALTH P. O. BOX 16389, HATTIESBURG, MS 39404 (FOR SPECIFIED LOCATIONS)

Forrest Health reserves the right to reject any/or all bids and waive any informalities.

"Non-Emergent Patient Transport Services"

For all practical purposes in other sections of these bid specifications, the proposing bidder may be referred to as the "Vendor" and Forrest Health may be referred to as the "Hospital." Most of this bid refers to and contains excerpts from the <u>Mississippi Division of Medicaid</u> <u>Invitation for Bids IFB #20180511 RFX #3160002273 Non-Emergency Transportation (NET)</u> <u>Brokerage Services.</u>

Pick up or drop off to be made to/from the following facilities

Forrest General Hospital	Highland Community Hospital
6051 U.S. Hwy 49	130 Highland Parkway
Hattiesburg, MS 39401	Picayune, MS 39466
The Cancer Center	Jefferson Davis General Hospital
301 S. 28 th Ave	1102 Rose Street
Hattiesburg, MS 39401	Prentiss, MS 39474
The Orthopedic Institute	Marion General Hospital
27 Southern Pointe Parkway	1560 Sumrall Rd.
Hattiesburg, MS 39401	Columbia, MS 39429
Pine Grove Recovery Center	Walthall County General Hospital
2255 Broadway Drive	100 Hospital Drive
Hattiesburg, MS 39402	Tylertown, MS 39667

Forrest General Hospital Responsibility

- The hospital shall provide one or more representative(s) who will interface with the Vendor's Representative to answer questions, verify bid specifications and verify invoice information. <u>Phyllis Chambers-Berry, Chief Nursing Officer, will be the contact</u> to answer questions pertaining to this Bid at 601-288-2801 or phyllis.chambersberry@forrestgeneral.com.
- 2. The awarded vendor will be notified after the Bid opening by telephone, email or letter.
- 3. The Hospital reserves the right to reject any or all Bids submitted and waive any informalities, whichever is in the best interest of the Hospital.
- 4. The Hospital shall have, and hereby reserves and retains, the right and option to terminate the contract with Vendor upon thirty (30) days prior written notice to Vendor, either with or without cause.

Vendor Responsibility

- It is recommended that the Vendor representative contact the Hospital representative to discuss any questions about the bid specifications prior to submitting a bid proposal.
 All bid documents are to be returned complete per bid specifications in order to be considered.
- Vendor <u>must</u> provide a copy of a Certificate of Insurance with bid. The amount of Workers' Compensation coverage required by Mississippi State Law. Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate. Automobile General Liability with a minimum coverage of \$1,000,000.00.
- 3. Vendor is <u>required</u> to register the company and sales team, including drivers, with Forrest Health's authorized Vendor Credentialing Program, Green Security.
- 4. The Vendor Representative will be responsible for completing and signing all documents included in the bid packet. <u>Vendors who do not submit all required</u> <u>documents at the time of bid opening will not be considered.</u>
- 5. Forrest Health will not be responsible for completing credit applications submitted by the awarded vendor. Financial documents are included in the attached documentation.
- 6. If two or more Vendors quote the same low (tie) bid and meets all bid specifications and the terms in compliance with Section 31-7-15 (1), Mississippi Code 1972, annotated, the hospital has the option to divide the purchase equally as possible to each low Vendor or select the Awarded Vendor by drawing lots between or among the low (tie) Vendors.
- 7. Forrest Health reserves the right to reject any or all bids and award one or more of the options, whichever is in the best interest of the Hospital.
- 8. Documentation of trip logs must be provided to Forrest General for verification of invoices. <u>A sample of invoice is required in bid submission.</u>
- 9. Drivers are required to assist patient from wheelchair to vehicle and from vehicle to wheelchair at destination.

- 10. Driver minimum training should meet or exceed MS NET requirements and Operators must hole a MS NET contract and provide proof of contract.
- 11. Vehicles used for the service (vans, trucks, cars, etc.) must meet or exceed MS NET requirements.
- 12. The company must have a vehicle preventative maintenance program in place and be able to provide evaluations and service records.
- 13. All drivers must be uniformed in company uniform shirt or clothing in order to be easily identified and recognized.
- 14. This job requires minimum response time requirements.
- 15. Coverage hours that will need to be met or exceeded: 7 days a week, 24 hours per day, with peak time between 10:00 a.m. and 5:00 p.m.
- 16. Distances may vary and travel may expand up to 250 miles one way, to include Tennessee, Louisiana, Alabama, and Florida.
- 17. Nursing home patients being discharged from Forrest Health facilities must take priority and must meet minimum delivery times as required by nursing homes.

BID CHECKLIST

- □ Complete section at top of Page 1 with Company Name, Contact Name, Company Address, Phone Number, and Email Address.
- □ On Page 24, check Yes or No to certify that you and your company qualify to do business as a resident of the State of Mississippi.
- On Page 24, if you are a non-resident person/firm/corporation, check Yes or No to confirm that a copy of your Resident State's Law pertaining to your state's treatment of non-resident bidders is attached.
- □ On Page 24, fill in the information requested in the center of the page to include Date, Vendor, Address, Official Signature, and Print Name & Title
- □ On Page 25, Standard Contract Addendum please enter Vendor's name in space provided at top of the page
- □ On Page 26, Standard Contract Addendum please sign Contractor's name, and date at the bottom left of the page.

Items Required with Bid:

D Provide certificate of insurance:

Vendor must provide a copy of certificate of insurance with bid:

- The amount of Worker's Compensation coverage required by Mississippi State Law.
- Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate.
- Automobile General Liability with a minimum coverage of \$1,000,000.00.

Standard Contract Addendum (pages 25 & 26)

Scope of Services as per Non-emergency Transportation Services IFB #20180511

SECTION 2. SCOPE OF SERVICES 2.1 General Administration of the NET Program

The Vendor shall administer and operate a NET Brokerage Program, including but not limited to the establishment of a network of NET Providers; and authorization, coordination, scheduling, management, and reimbursement of NET Service requests.

The Vendor is required to operate the NET Brokerage Program according to Federal and State laws and regulations and DOM (Mississippi Division of Medicaid) policies and formal memorandums. The Vendor shall not delegate or subcontract screening, authorization or scheduling duties. The Vendor may delegate dispatch activities to NET Providers, but the Vendor shall retain responsibility for the proper performance of dispatch activities.

2.2 General Requirements

The Vendor shall not discriminate against beneficiaries eligible for NET services on the basis of race, color, age, religion, sex, sexual orientation, gender identity, disability, national origin, limited English proficiency, marital status, political affiliation, health status, need for health care services, or level of income and shall not use any policy or practice that has the effect of discrimination on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, limited English proficiency, marital status, political affiliation, health status, need for health status, need for health care services, or level of income.

2.4 Screening

Requests for NET Services may be made by beneficiaries, their family members, guardians, or representatives, and by Mississippi Medicaid Providers. The Vendor shall screen all NET requests to determine each of the following requirements:

- 1. The beneficiary's eligibility for Net services
- 2. The beneficiary's lack of access to available transportation. The Vendor shall require the beneficiary to verbally certify the lack of access to available transportation
- 3. That the medical service for which NET services is requested is a Mississippi Medicaid covered medical service for the beneficiary and rendered by an enrolled Mississippi Medicaid provider
- 4. The most economical mode of transportation appropriate to meet the medical needs of the beneficiary, based on the beneficiary's mobility status and personal capabilities on the date of service. Reasons for approval of a mode of transportation that is not the most economical must be documented in detail
- 5. The nearest appropriate Provider to the beneficiary. If the Medicaid provider is an excessive distance from the beneficiary's residence, see Section 2.17

6. Necessity of attendant of assistance request. The Vendor may require a medical certification statement from the beneficiary's Provider in order to approve Door-to-Door Service or Hand-to-Hand Service

One (1) adult attendant may accompany the beneficiary during transportation if medically necessary. An attendant must be qualified to provide the type of assistance certified as medically necessary by the beneficiary's attending healthcare provider prior to transport. For beneficiaries with minor children, if the beneficiary is the sole caregiver of minor child/children at the time of the scheduled appointment, the Vendor shall authorize transport of the additional minor child/children. The Vendor is responsible for providing car seats for beneficiaries or a beneficiary's minor children. The Vendor shall insure All NET Providers adhere to all federal, state, county or local laws and ordinances. Regulations outlined Miss. Code Ann. § 63-2-1(1) and § 63-2-1(2) must be enforced during transport.

Not all Mississippi Medicaid beneficiaries are eligible for NET services. The Vendor shall develop and maintain a system of conditional edits to determine whether a beneficiary is eligible for the transportation requested, based upon eligibility information to be provided by DOM and/or DOM's Fiscal Agent.

The Vendor is not responsible for arranging the transportation of the remains of a beneficiary who expires while receiving medical treatment. If a beneficiary expires while in transit, the Vendor's NET Provider should contact the nearest law enforcement agency for instructions. The Vendor shall notify DOM of the occurrence within one (1) business day.

2.6 Notification of Arrangements

If possible, the Vendor shall inform the beneficiary or the beneficiary's representative of the transportation arrangements during the phone call requesting the NET Service.

2.7 Scheduling and Dispatching Trips

The Vendor shall receive requests for NET Services, screen each request and, if authorized, schedule and assign the trip to an appropriate NET Provider. The following standards must be maintained:

- The monthly beneficiary waiting time for pick-up at their originating site (example: home) does not exceed twenty (20) minutes based on the scheduled time of pick-up for each NET Provider. No more than five percent (5%) of these trips shall exceed the twenty (20) minute wait time for pick-up per NET Provider.
- The monthly beneficiary waiting time for pick-up (scheduled pick-up) from their medically necessary covered service (example: appointment, pharmacy, screening, doctors visit) does not exceed thirty (30) minutes for each NET provider. No more than five (5%) of these trips shall exceed the thirty (30) minute wait time for pick-up per NET Provider.
- 3. The monthly beneficiary waiting time for pick-up (will-call pick-up) from their medically necessary covered service (example: appointment, pharmacy, screening, doctors visit)

does not exceed sixty (60) minutes for each NET Provider. A will-call trip is defined as a beneficiary's call to request the return ride of "will-call" trip. No more than five percent (5%) of these trips shall exceed the sixty (60) minute wait time for pick-up per NET Provider.

- The monthly beneficiary waiting time for pick-up from their hospital discharge does not exceed one (1) hour after notification of a hospital discharge. No more than five percent (5%) of these trips shall exceed the one (1) hour wait time for pick-up per NET Provider.
- 5. Nursing home patients being discharged from any facility owned/operated by Forrest Health must take priority and must meet minimum delivery times as required by nursing homes.

2.8 Trip Types

Single Trip Requests:

The Vendor shall require that requests for NET Service to a single appointment be made via a toll-free telephone number or web-based reservation system.

Standing Order Requests

The Vendor shall establish procedures to handle trip requests so the beneficiaries are not required to continually make arrangements for repetitive appointments. The Vendor may include in its procedure to recertify the need of a Standing Order at least every ninety (90) days. These orders may be accepted via phone, fax, or web-based reservation system.

One-way transport following Emergency Transports: If a beneficiary is transported by emergency medical ground ambulance to a medical facility.

Upon discharge, the beneficiary may be transported to his/her residence via an ambulatory vehicle or wheelchair vehicle. The Vendor shall make the appropriate arrangements for the one-way transport for the beneficiary and up to one (1) attendant. Emergency transport is not the responsibility of the Vendor.

2.9 NET Provider Network

The Vendor shall establish, maintain and monitor a network of NET Providers supported by written agreements that is sufficient to provide adequate access to all services covered under the Contract for all beneficiaries eligible to receive NET services, including those with limited English proficiency or physical or mental disabilities.

The Vendor shall submit the proposed number of contracted NET Providers and contracted NET Provider vehicles by type:

1. **Basic Vehicle**: transportation by means of a motorized vehicle used for the transportation of passengers whose medical condition does not require use of a wheelchair, hydraulic lift, stretcher, medical monitoring, medical aid, medical care or medical treatment during transport. This does not include private automobiles and does not include transportation through a volunteer driver program.

2. Enhanced Vehicle (Wheelchair): transportation by means of a motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to carry persons in wheelchairs or other mobility devices, or is equipped specifically for the transportation of passengers who cannot sit upright and are required to remain in a lying position during transport. Enhanced Vehicles can only be used to transport passengers that do not require medical monitoring, medical aid, medical care or medical treatment during transport. This does not include Private Auto.

The Vendor shall submit the geographic areas in which the NET Provider may operate. The Vendor must propose to meet the sufficiency and geographic access standards outlines in this Bid.

The Vendor shall submit contingency plans for unexpected peak transportation demands and back-up plans for instances when a vehicle is excessively late or is otherwise unavailable for service.

2.10 NET Provider Credentialing

The Vendor shall submit evidence of a comprehensive background check including: fingerprint requirements, NET Provider contact information, size of the contractor fleet by vehicle type and anticipated geographic coverage within the NET Provider network. The Vendor is prohibited from establishing or maintaining contracts with NET Providers that are not approved by the Division of Medicaid or that are not eligible to be a Mississippi Medicaid Provider under applicable state and federal law. The Vendor shall terminate a service agreement with a contracted NET Provider when substandard performance is identified or when the Net Provider has failed to take satisfactory corrective action within a reasonable time period. Substandard performance is defined as a pattern of noncompliance with timeliness and performance standards. Forrest Health reserves the right to direct the Vendor to terminate any service agreement with a NET Provider when Forrest Health determines it is in the best interest of Forrest Health. The Vendor shall notify Forrest Health in writing of its intention to terminate a contracted NET Provider's contract and the reasons for such termination at least fifteen (15) days prior to termination.

2.13 Geographic Coverage Area

Prior to the Operational Start Date, the Vendor shall secure NET Provider Network adequacy. The Vendor shall also provide the geographic areas in which each NET Provider will operate. This shall include county level detail throughout Mississippi, Louisiana, Tennessee, Alabama, and Florida.

Geographic access standards:

The Vendor shall demonstrate geographic access standards to Forrest Health thirty (30) days prior to the Operational Start Date. If the Vendor is unable to identify a sufficient number of

NET Providers located with an area to meet the geographic access standards, the Vendor shall submit documentation to Forrest Health verifying the lack of NET Providers.

2.14 Adequacy of NET Provider Network

The Vendor shall ensure that its Network Providers have a sufficient number of vehicles available to meet the timeliness requirements. If insufficient transportation resources are identified, Forrest Health will notify the Vendor and the Vendor will have ten (10) business days after the date of such notice in which to develop and implement a plan to recruit sufficient NET Providers to meet the transportation needs of the beneficiaries of the identified area. The Vendor shall submit the plan in writing to Forrest Health with five (5) calendar days after the date of notice.

Failure by the Vendor to maintain a NET Provider Network sufficient to meet the needs of the contract may result in termination of this contract. The Hospital shall have, and hereby reserves and retains, the right and option to terminate the contract with Vendor upon thirty (30) days prior written notice to Vendor, either with or without cause.

2.17 Miscellaneous Operational Rules

1. Excessive distance

The Vendor may question whether a Covered Medical service could be provided closer to the beneficiary's residence. Examples of possible excessive distance requests include a request for NET Services to a Provider that is not in the area where the beneficiary resides, or a request for NET Services to a Provider that is not in the same county, bordering county or metropolitan area in a bordering state for beneficiaries living in rural areas. The Vendor may deny the request if the medical service is available closer to the beneficiary's residence and a medical certification from a medical provider to certify that the beneficiary is unable to be treated at a closer facility is not obtained.

In determining if the transport is within reasonable proximity of a beneficiary, the Vendor shall permit transports to contiguous counties, any bordering counties or parishes in adjoining states (Louisiana, Tennessee, Alabama, Florida) which are considered to be in the area where residents of that beneficiary's county of residence would conduct shopping, business activities or medical appointments. The Vendor shall report to Forrest Health all beneficiaries whose originating address is outside of Mississippi via a monthly report.

If a beneficiary has recently moved to a new area, the Vendor shall allow long distance transportation for up to ninety (90) calendar days if necessary to maintain continuity of care until the transition of the beneficiary's care to a closer appropriate Provider can be completed. The Vendor shall monitor the frequency of excessive distance per beneficiary and shall report this data via a monthly deliverable report.

2. On-Time Arrival

The NET Provider/Driver shall make his/her presence known to the beneficiary upon arrival and wait until at least five (5) minutes after the scheduled pick-up time before contacting the NET Provider's dispatcher and contractor to reschedule the trip. If the beneficiary is not present for pick up, the Driver shall notify the NET Provider's dispatcher before departing from the pick-up location. NET Providers and Drivers cannot change the assigned pickup time without permission from the Vendor.

If the NET Provider cannot arrive on time to the pick-up location, the Vendor shall contact the beneficiary of the beneficiary's representative and the Provider. No more than two (2%) percent of the overall scheduled trips shall be late or missed per day, due to the fault of the Vendor, NET Provider or Driver. The percent of scheduled trips late and/or missed daily shall be reported to Forrest Health via a monthly deliverable report.

3. Travel Time on board

For multi-passenger trips, the NET Provider shall schedule trips so that a beneficiary does not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transport of that beneficiary. The Vendor shall submit a monthly report to Forrest Health that details each trip that a beneficiary remains in the vehicle for more than forty-five (45) minutes longer than the average travel time for direct transportation of that beneficiary.

4. Adverse Weather Plan

The Vendor shall have a written plan for transporting beneficiaries who need medical care during adverse weather conditions. Adverse weather conditions include, but are not limited to, extreme heat, extreme cold, hurricane, tropical storms, flooding, tornado warnings and heavy snowfall. The Adverse Weather Plan shall be submitted to Forrest Health sixty (60) calendar days prior to the Operational Start Date and must be approved by Forrest Health prior to the Vendor commencing operations.

5. Accidents and Incidents

The Vendor shall document accidents and incidents that occur in conjunction with a scheduled trip when a beneficiary is present in the vehicle. An accident is defined as an event involving damage or injury to the driver, vehicle or beneficiary during transport. An incident is defined as an occurrence, event, breakdown, or public disturbance that interrupts the trip, causing the driver to stop the vehicle (such as a passenger becomes unruly or ill). Details shall be reported to Forrest Health within forty-eight (48) hours of the accident or incident. The Vendor shall submit an investigation summary and corrective action, as needed, within no more than thirty (30) calendar days from the accident or incident.

2.18 Beneficiary Adverse Benefit Determinations, Reconsiderations and State Fair Hearings

If a request for NET Services is received that meets one of the denial reasons listed below, the Vendor shall deny the request and record the reason(s) for the denial in its information system on the same business day. The Vendor shall generate and mail denial letters to beneficiaries

no later than the next business day following the date the denial decision was made. The denial letter shall notify the beneficiary of their right to reconsideration by the Vendor.

The Vendor shall allow the beneficiary twenty (20) calendar days from the day the letter was sent to the beneficiary for a request to reconsider the denial. The Vendor shall complete the reconsideration review within three (3) business days of receipt of the beneficiary's reconsideration request. The Vendor shall generate and mail reconsideration determination letters to beneficiaries no later than the next business day following the date the reconsideration determination was made.

If the Vendor upholds the denial of service, the reconsideration determination letter shall contain Division of Medicaid approved template language informing the beneficiary of his/her State Fair Hearing (administrative hearing for beneficiaries) rights with the Division of Medicaid, in compliance with 42 C.F.R. Part 431, Subpart E. If the beneficiary is dissatisfied with the reconsideration determination, the beneficiary has the right to a State Fair Hearing with the Division of Medicaid in accordance with 23 Miss. Admin. Code Pt. 300.

2.18.1 Denial Reasons

- 1. The beneficiary is not eligible for NET Services on the date of service
- 2. The medical service for which NET Service is requested is not a covered medical service for the beneficiary
- 3. The beneficiary has access to available transportation
- 4. Transportation to the medical service for which NET Service is requested is covered under another program
- 5. The request was for Post-Transportation Authorization and was not received timely or did not meet established criteria
- 6. The medical appointment was not scheduled
- 7. Vendor cannot confirm that there was a medical appointment
- 8. The trip was not requested timely and the request cannot be accomplished as a result
- 9. Additional documentation was requested of the beneficiary or Medicaid Provider and was not received timely
- 10. The beneficiary refuses the appropriate mode of transportation
- 11. The beneficiary refuses the NET Provider assigned to the trip and another appropriate NET Provider is not available
- 12. For mileage reimbursement, a copy of the driver's license and/or proof of automobile insurance were not received from the driver, was expired, or was illegible

2.19 Timeliness Requirements

1. Routine Net Services

The Vendor shall authorize and schedule routine NET services for ninety-eight percent (98%) of all requests within three (3) business days after receipt of the request. The Vendor shall authorize and schedule routine NET Services for one hundred percent (100%)

of all requests within ten (10) business days after receipt of a request. The Vendor shall report these requirements to Forrest Health via a monthly deliverable report.

2. Non-Routine NET Services

If the Vendor requires additional information in order to authorize a request, the Vendor shall pend the request (place the request on hold) and shall request the additional information within twenty-four (24) hours after the receipt of the request. The Vendor shall specify the date by which the additional information must be submitted. Timely requests by the Vendor for additional information shall stop the clock on the timeliness requirement. Once the Vendor receives the additional information in accordance with the specified date, the timeliness requirement to schedule the NET Service within three (3) days continues. If the additional information is not received by the date specified by the Vendor shall deny the request except NET Services to an appointment for cardiac, pulmonary, chemotherapy/radiation, diabetic complications, dialysis, hospital visitation by parent/guardian/caregiver to any inpatient critical care unit, high risk pregnancy, newborn check, prenatal appointment, transplant patient (service must be related to the transplant), life sustaining wound care, and a vision threatening eye injury. In those instances, the Vendor shall authorize Single Trips and pursue receipt of necessary information to post trip authorization.

2.21 Vehicle Requirements

The Vendor shall insure all vehicles used for transport must:

- 1. Adhere to all federal, state, county or local laws and ordinances
- 2. Not exceed the vehicle manufacturer's approved seating capacity for number of persons in the vehicle, including the driver
- 3. Have a functioning heating and air-conditioning system which maintains a temperature comfortable to the Beneficiary at all times
- 4. Have functioning seat belts and restraints as required by federal, state, county or local statute or ordinance and:
 - a) Have an easily visible interior sign that states : "ALL PASSENGERS MUST WEAR SEAT BELTS"
 - b) Store seat belts off the floor when not in use
 - c) Have at least two (2) seat belt extensions available
 - d) Be equipped with at least one (1) seat belt cutter within easy reach of the driver for use in emergency situations
- 5. Have an accurate, operating speedometer and odometer
- 6. Be operated within the manufacturer's safe operating standards at all times
- 7. Have two (2) exterior rear view mirrors, one (1) on each side of the vehicle
- 8. Be equipped with an interior mirror for monitoring the passenger compartment
- 9. Have a clean exterior free of broken mirrors or windows, excessive grime, major dents or paint damage that detracts from the overall appearance of the vehicles

- 10. Have a clean interior free of torn upholstery, floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt, oil, grease or litter, hazardous debris, or unsecured items
- 11. Display the NET Provider's business name and telephone number in a minimum of three (3) inch high lettering in a color that contrasts with the surrounding background on at least both sides of the exterior of the vehicle and must not have:
 - a) Words displayed on the interior or exterior of the vehicle indicating Medicaid beneficiaries are being transported, or
 - b) A NET Provider's business name which implies Medicaid beneficiaries are being transported
- 12. Have the Vendor's toll-free and local phone numbers prominently displayed in the interior of the vehicle with complaint procedures clearly visible and available in written format, upon request
- 13. Be non-smoking at all times, including when a beneficiary is not present in the vehicle, with a visible interior sign that states "NO SMOKING"
- 14. Have a vehicle information packet containing vehicle registration, insurance care and accident procedures and forms
- 15. Be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex-free or other impermeable gloves and sterile eyewash
- 16. Contain a current map or GPS system of the applicable geographic area with sufficient detail to locate beneficiary and provider address
- 17. Be equipped with an appropriate working fire extinguisher stored in a safe, secure location
- 18. Have insurance coverage for all vehicles at all times in compliance with state law and any county or city ordinance
- 19. Be equipped with a "spill kit" that includes liquid spill absorbent, latex-free or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer
- 20. Be in compliance with applicable Americans with Disabilities Act (ADA) Accessibility specifications for Transportation

The vendor shall:

- Ensure NET Providers maintain all vehicles in accordance with or exceeding local, state and federal requirements, the requirements of this Bid and Title 23 of the Mississippi Administrative Code and the manufacturer's safety mechanical operations, and maintenance standards and inspect vehicles for compliance during scheduled biannual vehicle inspections
- 2. Supply NET Providers with a copy of the ADA vehicle requirements and inspect the vehicles for compliance during scheduled biannual vehicle inspections
- 3. Have in its network NET Providers with the capability to perform bariatric transports of beneficiaries up to eight hundred (800) pounds
- 4. Maintain documentation on the lifting capacity of each vehicle in its network to timely schedule transports for beneficiaries requiring a lift

- 5. Require all vehicles in a NET Provider's fleet have a real-time link via a phone or two-way radio. Pagers are not acceptable as a substitute
- 6. Test all communication equipment during regularly scheduled vehicle inspections
- Inspect all NET Provider vehicles prior to the Operations Start Date and at least every six
 (6) months thereafter
- 8. Place the Division of Medicaid (DOM) approved inspection sticker on the outside of the passenger side rear window upon completion of a successful inspection. The Vendor shall obtain DOM approval of the inspection sticker thirty (30) calendar days prior to use
- 9. Maintain records of biannual inspections and make them available to Forrest Health via a quarterly deliverable report
- 10. Vehicle inspections shall not be conducted telephonically, virtually or remotely

2.22 Wheelchair Lifts

The Vendor shall insure each Wheelchair Vehicle with a mechanical list has an enginewheelchair lift interlock system, which requires the transmission to be placed in park, and emergency brake engaged to prevent vehicle movement when the lift is deployed.

The Vendor shall insure all wheelchair lifts meet current ADA guidelines. The Vendor shall inspect these requirements during the biannual vehicle inspections.

2.23 Wheelchair Securement Devices

The Vendor shall insure each Wheelchair Vehicle has, for each wheelchair position, a wheelchair securement device (or "tie-down") which meets current ADA guidelines. The Vendor shall inspect these requirements during the biannual vehicle inspections.

2.24 Driver Requirements

The Vendor shall contractually require that the NET Providers comply with the following driver standards:

- The Vendor must require all NET Providers comply with Mississippi law regarding criminal background checks, including but not limited to, fingerprinting and verifying the driver is not listed on the Mississippi Sex Offender Registry and ensure excluded persons or entities are not paid any state or federal funds
- 2. Drivers must:
 - a) Abide by state, federal and local laws
 - b) Be at least 18 years of age and have a current valid driver license to operate the assigned vehicle
 - c) Be courteous, patient and helpful to all passengers
 - d) Be neat and clean in appearance
 - e) Wear a visible, easily read nametag which identifies the employee and the employer

- f) Provide an appropriate level of assistance to a beneficiary when requested or when necessitated by the beneficiary's mobility status or personal condition, including Curbto Curb, Door-to-Door and Hand-to-Hand assistance, as required
- g) Confirm the beneficiary is safely inside the residence or facility before departing the drop-off point
- h) Be responsible for properly securing any mobility devices used by the beneficiary
- i) Assist beneficiaries in the process of being seated, confirm all seat belts are fastened properly and all passengers are safely and properly secured
- j) Park the vehicle in a safe location out of traffic if a beneficiary or other passenger's behavior or any other condition impedes the safe operation of the vehicle, notify the dispatcher and request assistance
- k) Prevent the beneficiary from crossing streets to reach the entrance of their destination
- I) Must provide verbal directions to passengers, as appropriate
- m) Notify the NET Provider immediately to report an emergency such as an accident and/or incident or vehicle breakdown to arrange alternate transportation for the beneficiaries on board. The NET Provider must report all accidents/incidents and breakdowns to the Vendor
- n) Report all no-shows immediately to the NET Provider and the NET Provider must notify the Vendor so the authorization can be cancelled
- 3. Drivers must not:
 - a) Leave a beneficiary unattended at any time
 - b) Use alcohol, narcotics, illegal drugs, or prescription medications that impair their ability to perform
 - c) Smoke in the vehicle at any time or smoke while assisting a beneficiary or in the presence of the beneficiary. Beneficiaries or their adult attendant cannot smoke in the vehicle
 - d) Wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones which can only be used for communication with the NET Provider or to call 911 in an emergency
 - e) Touch any passenger except as appropriate and necessary to assist the passenger into or out of the vehicle, into a seat and to secure the seatbelt or as necessary to render first aid or assistance for which the driver has been trained
- 4. Drivers must be removed from NET service if they:
 - a) Fail an annual drug test
 - b) Are convicted of two (2) moving violations or accidents related to transportation provided under the NET program
 - c) Have a suspended or revoked driver's license for moving traffic violations in the previous five (5) years
 - d) Are convicted of crimes that would exclude them from being able to provide direct services under state or federal law

2.25 NET Provider Driver Requirements

The Vendor shall:

- 1. Ensure NET Providers employ Drivers in accordance with or exceeding local, state and federal requirements, the requirements of this Bid and Title 23 of the Mississippi Administrative Code
- 2. Supply NET Providers with a copy of the Driver requirements and inspect the NET Provider employee records for compliance during scheduled biannual inspections
- 3. Inspect all NET Provider employee records prior to the Operational Start Date and at least every six (6) months thereafter
- 4. Maintain records of biannual inspections and make them available to Forrest Health via a quarterly deliverable report

2.26 Vehicle and Driver Noncompliance Procedures

The Vendor shall immediately remove from service any vehicle or driver found to be out of compliance with this Bid, Title 23 of the Mississippi Administrative Code or with any state or federal regulations. The Vendor must notify Forrest Health within one (1) business day of its intention to remove a vehicle or driver from service.

- 1. The vehicle or driver may be returned to service only after the Vendor verifies the deficiencies have been corrected and has notified Forrest Health prior to returning the vehicle or driver to service.
- 2. Any actions taken to remedy deficiencies shall be documented and become a part of the vehicle's and the driver's permanent records and may be requested by Forrest Health at any time.

2.27 Provider Daily Trip Logs

The Vendor shall require that drivers employed by NET Providers shall maintain daily trip logs containing, at a minimum, the information listed below. Fixed Route transportation is excluded from this requirement. The Vendor shall make these trip logs available to Forrest Health upon request, with five (5) business days.

- 1. Date of service
- 2. Driver's name
- 3. Driver's signature
- 4. Beneficiary's name
- 5. Beneficiary's or Attendant's signature
- 6. Vehicle Identification Number (VIN) or other identifying number on file with the Vendor
- 7. NET Provider's name
- 8. Request Tracking Number
- 9. Mode of Transportation authorized
- 10. Scheduled arrival time in military time
- 11. Actual arrival time in military time

- 12. Scheduled drop off time in military time (if applicable)
- 13. Actual drop off time in military time
- 14. Miles driven per trip odometer
- 15. Destination and/or Medicaid Provider Information
- 16. Notes, if applicable. At a minimum, the log must show notes in the case of cancellations, incomplete requests, "no-shows", accident and incident.

2.30 Monitoring Plan

Monthly, the Contractor shall conduct a monthly beneficiary satisfaction survey regarding the NET Brokerage Program. The survey shall be mailed to beneficiaries and the material shall set forth the Flesch-Kincaid, or other approved standard, readability scores at or below sixth (6th) grade reading level and the Contractor shall certify compliance therewith. Materials must use easily understood language and formatted in a font no smaller than twelve (12) points. The material must be available in English and such other language as DOM may require at any time with proper notice to the Contractor; and must be available in alternative formats as required for the special needs of beneficiaries. The format, sampling timelines, strategies and questions of the survey shall be submitted to Forrest Health sixty (60) calendar days prior to the operational start date and approved by Forrest Health prior to the Vendor commencing operations. Forrest Health may specify questions that are to appear in the survey. The survey topics shall include, but are not limited to:

- a) Confirmation of a scheduled trip
- b) Driver, Net Provider and staff courtesy
- c) Driver and attendant assistance, when required
- d) Overall driver behavior
- e) Driver safety and operation of the vehicle
- f) Condition, comfort and convenience of the vehicle
- g) Punctuality of service

The purpose of the survey is to verify the availability, appropriateness and timeliness of the trips provided and the manner in which Vendor's staff and the NET Provider's staff interacted with beneficiaries. The survey responses received, Vendor's analysis of those responses and any resulting corrective action plans, shall be submitted to Forrest Health no later than thirty (30) calendar days after the surveys are taken.

No later than fifteen (15) calendar days from the date of submission, the Vendor shall conduct an overview of the results during an onsite meeting at Forrest Health with Forrest Health representatives. Based on the review, Forrest Health may require corrective action plans. The Vendor shall provide updates on the progress of the corrective action plan at intervals determined by Forrest Health.

2.31.1 Call Center Location and Hours of Operation

The Vendor shall maintain a Call Center within Forrest County, Mississippi, subject to approval by Forrest Health. The Call Center shall maintain four (4) separate statewide toll-free telephone numbers which include:

- 1. Statewide toll-free telephone number for receipt of requests for NET transportation services
- 2. Statewide toll-free telephone number to call if a ride is more than fifteen (15) minutes late
- 3. Statewide toll-free telephone number for receipt of complaints and grievance made by beneficiaries, their family member, guardian, representative and Mississippi Medicaid Providers
- 4. Statewide toll-free telephone number for NET Providers complaints and grievances

The numbers shall be answered by live operators at minimum Monday through Friday 7:00 a.m. to 8:00 p.m. Central Standard Time.

2.31.2 Language Requirements

Oral communication between the Vendor and a beneficiary shall be in a language the beneficiary understands. The Vendor shall employ English-speaking Call Center staff. If the beneficiary's language is one other than English, the Vendor shall offer and, if accepted by the beneficiary, supply interpretive services. If a beneficiary requests interpretive services by a family member or acquaintance, the Vendor shall not allow such services by anyone who is under the age of 18.

2.31.3 Customer Care

The Vendor shall ensure that is has written policies describing beneficiary rights and protections in accordance with Federal and State laws and regulations and Division of Medicaid policies, as applicable. The Vendor shall ensure its Call Center Staff treats each call with respect and with due consideration of his or her dignity, and right to privacy and confidentiality. When determined by Forrest Health that the Call Center staff did not treat the caller with respect or with due consideration of his or her dignity, or right to privacy and confidentiality, the Vendor may be placed on a corrective action plan.

Telephone staffers shall greet callers and shall identify the Vendor and themselves by name when answering. The Vendor shall record calls received at the Call Center and calls received at alternate answering sites or calls related to complaints and grievances. The Vendor shall monitor no less than three percent (3%) of Call Center calls per month for compliance with customer care guidelines. The Vendor will report the findings of these audits to Forrest Health via a quarterly deliverable report. The Vendor will make recordings available to Forrest Health upon request with five (5) business days.

The Vendor shall process all incoming telephone inquiries regarding NET Services in accordance with the standards set forth in this Bid.

2.31.6 Multiple Queues

The Vendor shall use an Automatic Call Distributor (ACD) to distribute incoming calls to specific resources (agents) in the Call Center.

2.31.7 Sufficient Resources

The Vendor shall maintain sufficient equipment and Call Center staffs to ensure on a monthly basis for each telephone line detailed in section 2.31.1 the following standards are met.

Call Center Sufficiency Standards

- 1. The ACD answers all calls within one (1) ring
- The average monthly speed to answer after the initial automatic voice response is forth (40) seconds or less
- 3. The average monthly abandonment rate is no more than four percent (4%)
- 4. Appropriate number of qualified staff are available on-site to ensure on a monthly basis the Call Center Sufficiency Standards are met
 - a) The Vendor shall submit to Forrest Health a monthly deliverable report which includes the Call Center staffing to call ratio.
 - b) Forrest Health may require the Vendor to increase the number of available on-site staff at no charge to Forrest Health based on the noncompliance with Call Center Sufficiency Standard.
- 5. Qualified staff are available on-site to communicate with callers who speak English and an interpreter telephone service, or other proposed method, is available for callers who speak other languages
- 6. All reporting criteria in this Bid or as directed in Title 23 of the Mississippi Administrative Code are captured or met
- The Vendor shall record all incoming calls for quality control, program integrity and training purposes. The Vendor shall provide prior notification to the caller that the conversation will be recorded. The Vendor shall maintain the recordings for up to twelve (12) months, at the direction of Forrest Health
- 8. The Vendor shall record calls received at the Call Center and monitor no less than three percent (3%) of calls for compliance with customer care guidelines. The Vendor shall document and retain results of this monitoring and subsequent training and will report the findings of these audits to Forrest Health via a quarterly deliverable report and upon request
- 9. In the event of a power failure or outage, the Vendor shall have a back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of data collection identified in this Bid. The Vendor shall

notify Forrest Health immediately when its phone system is on an alternate power source or is inoperative. The Vendor shall have a manual back-up procedure to continue to take requests if the computer system is down. The Vendor shall submit the plan to Forrest Health sixty (60) days prior to Operations Start Date and the plan must be approved by Forrest Health prior to the Vendor commencing operations.

- 10. The ACD logs shall be maintained daily, tallied and sent to Forrest Health on a monthly basis in the reporting format specified by Forrest Health. The Vendor shall also maintain daily logs on the Telephone Call Center to comply with the reporting requirements of this Bid
- 11. The Vendor shall submit to Forrest Health a detailed description of the proposed ACD system and its capabilities and capacities. The Vendor shall include a sequence of questions and criteria that the Call Center representatives shall use to determine the beneficiary's eligibility, the appropriate Mode of Transportation, the purpose of the trip and all other pertinent information relating to the trip. All scripts must be approved by Forrest Health prior to use by the Vendor

2.31.8 Web-Based Reservation Options

The Vendor shall propose to Forrest Health the integration of a web-based reservation system to operate in tandem with the Call Center. All reporting requirements associated with the Call Center would apply to the web-based system. Forrest Health approval would be required before implementing a web-based system.

SECTION 3. PROCUREMENT PROCESS

3.1 Approach

This Bid is designed to provide the Vendor with the information necessary to prepare a competitive bid. The Bid process is designed to give Forrest Health a quality service and lowest price from a responsive and responsible Bidder. Forrest Health reserves the right to interpret the language of this Bid or its requirements in a manner that is in the best interest of Forrest Health.

3.3 Requirements

- 1. The Vendor will be expected to provide NET Services for one (1) year with two (2) optional one (1) year renewals
- 2. A Unit rate shall be given for each service, and that rate shall be the same throughout the contract

3.4 Bid Evaluation

Bids will be evaluated based on the requirements set forth in this Bid #1569.

3.4.2 Minimum Qualifications

- The Bidder shall have a minimum of five (5) years' experience services as a contracted Vendor performing NET Services in the healthcare setting. NET Services is defined as services to establish a network of NET providers, authorize, coordinate, schedule and manage non-emergency transportation services. Experience is defined as a contracted Vendor to establish a network of NET Providers, authorize, coordinate, schedule and manage NET Services.
- Bidders are encouraged to submit at least there (3) references from clients. Bidder may submit as many references as desired. Forrest Health must be able to contact at least two (2) references or the bid may be rejected.

Forrest County General Hospital requests your price quote for the following item as per bid specifications. Operational start date will be January 1st, 2023.

Non-Emergent Patient Transport Services

Cost per mile: _____

Bidders who are non-residents of the State of Mississippi must comply with the provisions of Section 31-3-21(3) of the Mississippi Code of 1972, as amended.

I certify that my company and I qualify to do business as a resident of the State of Mississippi.

Yes ______ No _____

As a non-resident person, firm or corporation, I confirm that a copy of my Resident State's Law pertaining to my state's treatment of non-resident bidders is attached. Confirmed: Yes _____ No _____

We quote/propose you as specified by Forrest Health in this Bid.

Date: _____

Vendor: _____

Address: _____

Print Name & Title:

FORREST COUNTY GENERAL HOSPITAL STANDARD CONTRACT ADDENDUM

This standard contract addendum ("Addendum") is an integral part of contracts entered into by Forrest County General Hospital ("FCGH") and shall become a part of the following listed Agreements with

____ ("Contractor") as if fully copied into the body of that

Agreement.

FCGH owns, controls, or does business as the following entities: Jefferson Davis Community Hospital, Marion General Hospital, Walthall General Hospital, and Highland Community Hospital.

The following terms shall control over any and all conflicting parts of the Agreement:

- FCGH is a political subdivision of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to the Mississippi Tort Claims Act (Mississippi Code Annotated, Section §11-46-1, et seq. as amended) and the Mississippi Constitution, including Article 4, Section 100. Any action against FCGH shall be subject to the limitations contained in those and other applicable laws, including interpretations by the Mississippi Attorney General's Office of the laws applicable to FCGH and/or the Agreement, none of which are waived by FCGH by entering into the Agreement.
- 2. FCGH contracts (including the Agreement) are governed by and interpreted under the laws of the State of Mississippi and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement shall be in Forrest County, Mississippi.
- 3. No contract (including the Agreement) may be for a term of more than three (3) years unless it is an agreement regarding physical property (i.e., lease agreement for buildings, property, etc.).
- 4. Generally, Mississippi law does not allow FCGH to agree to contractual provisions under which it indemnifies or holds harmless another person or entity. Only to the extent permissible by Mississippi law does FCGH agree to any vendor's references, if any, to limitation of liabilities, damages, and indemnifications.
- 5. Any references to attorney's fees to be paid by FCGH are deleted. Any reference to FCGH indemnifying or holding harmless the Contractor is deleted; FCGH does not agree to defend any contractor. Each party shall be responsible for its own defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses and attorneys' fees, which may arise because of the negligence, misconduct or other fault of its own agents or employees in the performance of its obligations under this Agreement. Mississippi law also does not allow FCGH to agree to mandatory arbitration, choice of law (other than Mississippi), or choice of venue (other than Forrest County, Mississippi), and provisions in the Agreement to the contrary are hereby deleted.
- 6. All references to interest, penalties, and/or late fees to be paid by FCGH on other than lease-purchase contracts not exceeding five years are deleted. FCGH will pay within forty-five (45) days of invoice, receipt, inspection and approval of goods and services as provided in §31-7-305(3) of the Code.
- 7. In the event Contractor does not furnish products or services as agreed upon in the Agreement, including any stated time period to cure, FCGH may, at its discretion, declare the Agreement null and void by written notice to the Contractor or may require the Contractor, at Contractor's expense, to make such modification as necessary to make the products or services satisfactory.
- 8. As a political subdivision of the State, FCGH maintains professional and general liability coverage (or equivalent self-insurance) in the amounts set forth by the Mississippi Tort Claims Act under MS Code Annotated, Section 11-46-1, et seq.) and does not name others as additional insureds.
- 9. In the event of any conflict between the terms of the Agreement and the terms of this Standard Addendum, the terms of this Addendum shall control. This Addendum and the Agreement constitute the entire agreement of the Parties with regard to the subject matter of the Agreement. In all other respects, the Agreement shall remain unchanged. No modification to the Agreement or any term thereof may be amended except pursuant to in writing signed by an authorized representative of FCGH. Contractor hereby acknowledges that no other person has authority to bind FCGH to any change in any term of the

Agreement, and specifically agrees that any Contractor cannot vary the terms of the Agreement by invoice, purchase order, memo or otherwise, unless it secures the signature of an authorized FCGH representative, acknowledging and expressly agreeing to the change. No acceptance or payment of an invoice by FCGH where the terms of that invoice that vary the Agreement shall constitute an amendment to the Agreement, but to the contrary shall be treated as mutual mistake and Contractor shall refund any payment received from FCGH which is not in compliance with the price terms and other provisions of the Agreement.

- 10. Contractor agrees to abide by the requirements of the Mississippi Employment Protection Act (E-Verify Program), as amended, by registering to do business with the Mississippi Department of Employment Security. Contractor further agrees that it shall only employ persons who are legal citizens of the United States or are legal aliens, properly documented and verified by Contractor in compliance with all applicable statutes, regulations and other laws.
- 11. If providing on site services, Contractor agrees to comply with fingerprinting and criminal history record checks requirements in accordance with Sections 37-29-232 and 43-11-13, Mississippi Code of 1972, as amended, to the extent applicable to Contractor. Contractor shall be responsible for ascertaining the application of those laws to it and its employees providing services under the Agreement.
- 12. If providing on-site patient care or on-site services in close proximity to patients, Contractor agrees to ensure its on-site staff have been drug screened no more than thirty (30) days prior to beginning the on-site assignment, using a drug screen procedure that is comparable to the drug screen currently used by FCGH in its post-offer pre-employment drug screening process.
- 13. Mississippi law limits those who can bind FCGH to any contractual provision and Contractor understands and agrees to this. Any changes in the Agreement, as to price or other terms, shall not be effective unless approved in writing signed by an authorized representative of FCGH.
- 14. Until the expiration of four (4) years after the furnishing of any Services hereunder, Contractor shall make available upon written request to the Department of Health and Human Services, or upon request to the Comptroller General of the United States, or of their duly authorized representatives this Agreement and the books, documents and records that are necessary to certify the nature and extent of the costs of the Agreement.

COMPLIANCE: As part of FCGH's overall Compliance Program, Contractor shall establish procedures and insure adherence to all applicable state and federal statutes, including but not limited to, the Stark Law (§42 USC 1395), the federal False Claims Act, the Medicare Anti-kickback Statutes, the federal Civil Monetary Penalty Act, the provisions of the Medicare carrier manual, Medicare and Medicaid statutes and regulations, the Emergency Medical Treatment and Active Labor Act (EMTALA), the Balanced Budget Act, and the Patient Protection and Affordable Care Act of 2010. All performance by Contractor pursuant to the Agreement shall be done in compliance with the applicable rules and regulations of the Det Norske Veritas (FCGH's accreditation entity) and any third party payer.

Contractor certifies that it has not been disqualified in any manner from any federally funded program, is in compliance with all state, federal and local laws applicable to it and to its performance of the Agreement, and Contractor has never been debarred or limited in any manner from participation in the matters relevant to the Agreement.

CONTRACTOR

FORREST COUNTY GENERAL HOSPITAL

Signature	Signature
Name	Name
Title	Title
Date	Date