

# Forrest Health

## Bid # 1569

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### Special Requirements for Bids

**Forrest Health**  
**Attention: Purchasing Department**  
125 South 28<sup>th</sup> Avenue  
Suite 100  
Hattiesburg, MS 39401  
(601) 288-1924

**BID MUST BE RETURNED NO LATER THAN**  
**August 26<sup>th</sup>, 2019 at 2:00 p.m.**

**Return Bid Envelope Must Be Marked on Outside:**

**BID # 1569**  
**"Non-Emergent Patient Transport Services"**

**Bid Opening Date: Monday, August 26, 2019**

**Bid Opening Time: Immediately after 2:00 p.m.**

**Bid Opening To Take Place:**  
**Forrest General Hospital**  
**Operations Support Services**  
125 South 28<sup>th</sup> Avenue  
Eagle Room, 3<sup>rd</sup> Floor  
Hattiesburg, MS 39401

Forrest Health reserves the right to reject any/or all bids and waive any informalities.
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From: John Harrison  
Forrest General Hospital  
Purchasing Department  
125 South 28<sup>th</sup> 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, Company Address, and Telephone number, and Email Address on the top left of page one (1).

Quotation envelope must be marked with company name **"BID #1569 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,

  
John Harrison  
Purchasing Analyst

# Forrest Health

## Bid # 1569

REQUEST FOR QUOTATION/PROPOSAL

FORREST HEALTH

P. O. BOX 16389, HATTIESBURG, MS 39404

(FOR SPECIFIED LOCATIONS)

### **“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 Mississippi Division of Medicaid Invitation for Bids IFB #20180511 RFX #3160002273 Non-Emergency Transportation (NET) Brokerage Services.

### **Pick up or drop off to be made from or between the following facilities**

**Forrest General Hospital**

**6051 U.S. Hwy 49**

**Hattiesburg, MS 39401**

**The Cancer Center**

**301 S. 28<sup>th</sup> Ave**

**Hattiesburg, MS 39401**

**The Orthopedic Institute**

**27 Southern Pointe Parkway**

**Hattiesburg, MS 39401**

**Pine Grove Recovery Center**

**2255 Broadway Drive**

**Hattiesburg, MS 39402**

**Highland Community Hospital**

**130 Highland Parkway**

**Picayune, MS 39466**

**Jefferson Davis General Hospital**

**1102 Rose Street**

**Prentiss, MS 39474**

**Marion General Hospital**

**1560 Sumrall Rd.**

**Columbia, MS 39429**

**Walthall County General Hospital**

**100 Hospital Drive**

**Tylertown, MS 39667**

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### Forrest General Hospital Responsibility

1. 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. Angela Huggins, Vice-President, will be the contact to answer questions pertaining to this Bid at 601-288-2801 or ahuggins@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

1. 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.**
2. Vendor must 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 required to register the company and sales team, including drivers, with Forrest Health's authorized Vendor Credentialing Program, VendorMate.
4. The Vendor Representative will be responsible for completing and signing all documents included in the bid packet. Vendors who do not submit all required documents at the time of bid opening will not be considered.
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. A sample of invoice is required in bid submission.
9. Drivers are required to assist patient from wheelchair or bed to vehicle and from vehicle to wheelchair or bed at destination.

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10. Driver minimum training should meet or exceed MS NET requirements and Operators must hold 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 10:00am and 5:00pm.
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.

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

## **SECTION 2. SCOPE OF SERVICES**

### **2.2 General Requirements**

The Vendor shall not discriminate against clients 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 care services, or level of income.

### **2.4 Screening**

One (1) adult attendant may accompany the client during transportation if medically necessary. An attendant must be qualified to provide the type of assistance certified as medically necessary by the client's attending healthcare provider prior to transport. For clients with minor children, if the client 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 clients or a client's minor children. Regulations outlined Miss. Code Ann. § 63-2-1(1) and § 63-2-1(2) must be enforced during transport.

The Vendor is not responsible for arranging the transportation of the remains of a client who expires while receiving medical treatment. If a client expires while in transit, the Vendor should contact the hospital's house supervisor for instructions.

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### 2.7 Scheduling and Dispatching Trips

The Vendor shall receive requests for NET Services and schedule and assign the trip according to the following standards:

1. The monthly client 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 Vendor. No more than five percent (5%) of these trips shall exceed the twenty (20) minute wait time for pick-up by Vendor.
2. The monthly client 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 Vendor. No more than five (5%) of these trips shall exceed the thirty (30) minute wait time for pick-up.
3. A will-call trip is defined as Forrest Health'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.
4. The monthly client 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 by Vendor.
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

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

Upon discharge, the client 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 client and up to one (1) attendant. Emergency transport is not the responsibility of the Vendor.

### 2.9 Vendor Network

The Vendor shall provide these 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. Enhanced Vehicles can only be used to transport

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passengers that do not require medical monitoring, medical aid, medical care or medical treatment during transport. This does not include Private Auto.

The Vendor must propose to meet the sufficiency and geographic access standards outlined 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 Vendor Credentialing**

The Vendor shall submit evidence of a comprehensive background check including: fingerprint requirements, Vendor contact information, size of the contractor fleet by vehicle type and anticipated geographic coverage within the Vendor network. Forrest Health shall terminate a service agreement with a contracted Vendor when substandard performance is identified or when the Vendor 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 terminate any service agreement with a Vendor when Forrest Health determines it is in the best interest of Forrest Health.

### **2.13 Geographic Coverage Area**

Forrest Health shall also provide the geographic areas in which each Vendor will operate. This shall include county level detail throughout Mississippi, Louisiana, Tennessee, Alabama, and Florida.

### **2.14 Adequacy of Vendor Vehicle Network**

The Vendor shall ensure that it provides a sufficient number of vehicles available to meet the timeliness requirements.

Failure by the Vendor to maintain a fleet 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. On-Time Arrival**

If the Vendor cannot arrive on time to the pick-up location, the Vendor shall contact the appropriate Forrest Health facility. 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 or

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Driver. The percent of scheduled trips late and/or missed daily shall be reported to Forrest Health via a monthly deliverable report.

### 2. Travel Time on board

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

### 3. Adverse Weather Plan

The Vendor shall have a written plan for transporting clients 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.

### 4. Accidents and Incidents

The Vendor shall document accidents and incidents that occur in conjunction with a scheduled trip when a client is present in the vehicle. An accident is defined as an event involving damage or injury to the driver, vehicle or client 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.

## 2.21 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 Client 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



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- 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. Have the Vendor's phone numbers prominently displayed in the interior of the vehicle with complaint procedures clearly visible and available in written format, upon request
- 12. Be non-smoking at all times, including when a client is not present in the vehicle, with a visible interior sign that states "NO SMOKING"
- 13. Have a vehicle information packet containing vehicle registration, insurance care and accident procedures and forms
- 14. 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
- 15. Contain a current map or GPS system of the applicable geographic area with sufficient detail to locate client and provider address
- 16. Be equipped with an appropriate working fire extinguisher stored in a safe, secure location
- 17. Have insurance coverage for all vehicles at all times in compliance with state law and any county or city ordinance
- 18. 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
- 19. Be in compliance with applicable Americans with Disabilities Act (ADA) Accessibility specifications for Transportation

The vendor shall:

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

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5. Require all vehicles in the 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
7. Inspect all vehicles prior to the Operations Start Date and at least every six (6) months thereafter
8. Maintain records of biannual inspections and make them available to Forrest Health via a quarterly deliverable report
9. Vehicle inspections shall not be conducted telephonically, virtually or remotely

### 2.22 Wheelchair Lifts

The Vendor shall insure each Wheelchair Vehicle with a mechanical lift has an engine-wheelchair 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 all drivers comply with the following driver standards:

1. The Vendor must require all drivers 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 client when requested or when necessitated by the client's mobility status or personal condition, including Curb-to-Curb, Door-to-Door and Hand-to-Hand assistance, as required

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- g) Confirm the client 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 client
- i) Assist clients 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 client 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 client from crossing streets to reach the entrance of their destination
- l) Must provide verbal directions to passengers, as appropriate
- m) Notify Forrest Health immediately to report an emergency such as an accident and/or incident or vehicle breakdown to arrange alternate transportation for the clients on board. The Vendor must report all accidents/incidents and breakdowns to Forrest Health.

### 3. Drivers must not:

- a) Leave a client 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 client or in the presence of the client. Clients 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 Vendor, Forrest Health 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.
- f) Drop off or return clients to a destination other than those in which Forrest Health has authorized.

### 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

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### **2.25 Vendor Driver Requirements**

The Vendor shall:

1. Ensure Drivers are employed in accordance with or exceeding local, state and federal requirements and the requirements of this Bid.
2. Vendor must keep a copy of the Driver requirements and employee records for compliance during scheduled biannual inspections
3. Inspect all 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 or with any state or federal regulations.

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 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 within five (5) business days.

1. Date of service
2. Driver's name
3. Driver's signature
4. Client's name
5. Client's or Attendant's signature
6. Vehicle Identification Number (VIN) or other identifying number on file with the Vendor
7. Vendor'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

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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**

Forrest Health may request results of the monthly surveys conducted by NET brokerage with which the Vendor participates. 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 subject to approval by Forrest Health. The Call Center shall provide 24/7 coverage.

#### **Call Center Sufficiency Standards**

1. 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
2. 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.
3. Call 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

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### **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**

1. Five (5) years' experience services as a contracted Vendor performing NET Services in the healthcare setting are preferred. NET Services is defined as services to coordinate, schedule, manage and provide non-emergency transportation services.
2. Bidders are encouraged to submit at least three (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.

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Forrest County General Hospital requests your price quote for the following item as per bid specifications. Operational start date will be January 1, 2020.

### Non-Emergent Patient Transport Services

Cost per mile with patient onboard\_\_\_\_\_

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\_\_\_\_\_

Official Signature\_\_\_\_\_

Print Name & Title\_\_\_\_\_

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### 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 Agreement with \_\_\_\_\_ ("Contractor") as if fully copied into the body of that Agreement. The following terms shall control over any and all conflicting parts of the Agreement:

1. 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.



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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

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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.
- 15.

**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 Dept 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.

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Contractor

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Signature

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Date

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Title