

**EAST MISSISSIPPI STATE HOSPITAL**  
**P. O. Box 4128 West Station, Meridian, MS 39304-4128**  
**601-581-7666**

*SECTION I: Introduction*

- 1.0 OVERVIEW:** Central Mississippi Residential Center (CMRC), a part of East Mississippi State Hospital (EMSH), is a mental health facility that cares for individuals in need of services from thirty-one (31) different counties. The mission at CMRC is to provide behavioral health services in a group home setting, in a caring and compassionate environment. References to CMRC and EMSH are interchangeable.

In order to provide the best care for patients, qualified psychiatrists are necessary for the proper diagnosis and treatment of mental illnesses. CMRC will use the information obtained to determine which psychiatrist will be selected. This Invitation For Bids (IFB) will be considered an integral part of the contract and CMRC will expect the Contractor to honor all representations made in its response to the IFB.

- 1.1 PURPOSE:** The goal of this IFB is to establish a service contract for the services of a **part-time** Board Eligible Psychiatrist. This contract will be a fixed term agreement, and the average work week is considered to be 20 hours. Payment will only be made for hours worked.
- 1.2 INVITATION:** Written bids, subject to the conditions herein stated and attached hereto, will be received at this office until October 9, 2018, at 10:00 AM CDT for furnishing the services as described below for CMRC.
- 1.3 DESCRIPTION:** The CMRC is hereby requesting bids to the IFB as follows:

CMRC is seeking the best contract possible for the services of a Board Eligible Psychiatrist to serve the residents of its group homes in DeKalb, MS. The services will be primarily rendered at its office in Meridian, MS. All documentation submitted in response to this IFB and any subsequent requests for information pertaining to this IFB shall become the property of CMRC and will not be returned to the Contractor.

CMRC will receive responses to the IFB from individuals having specific experience and qualifications in the area identified in the solicitation. For consideration, bids for the position must contain evidence of the individual's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the CMRC may be included elsewhere in the solicitation. Unless otherwise stated, **bidders shall provide profiles and resumes of the physician, references, work history, and any other information that clearly demonstrates the Contractor's expertise in the area of the solicitation.**

#### 1.4 **REJECTION OF BIDS**

- (1) the bid is received late;
- (2) the bid is not signed,
- (3) the bid does not offer to provide all services required by the IFB.

#### 1.5 **QUESTIONS AND DELIVERY**

**Inquiries regarding this Request for  
Bids must be directed to:**

Rick Entrekin, Business Services Director  
East Mississippi State Hospital  
1818 College Drive  
Meridian, MS 39307  
Phone: 601-581-7666  
Email: rentrekin@emsh.ms.gov

**Bids and attachments must be  
submitted to:**

East Mississippi State Hospital  
Purchasing Department  
1818 College Drive  
Meridian, MS 39307

**EAST MISSISSIPPI STATE HOSPITAL  
CENTRAL MISSISSIPPI RESIDENTIAL CENTER**

*Section II: Specifications*

**2.0 SPECIFICATIONS, TERMS AND CONDITIONS- PSYCHIATRIC SERVICES**

**2.1 GENERAL STATEMENT**

Central Mississippi Residential Center (referred to as “CMRC”), in order to ensure that selection procedures for psychiatric services follow the guidelines of Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; and result in the best quality of patient care; is requesting bids that will be used to determine qualifications and abilities of Contractors. Additional information can be obtained by written request to Purchasing Department of East Mississippi State Hospital, 1818 College Drive, Meridian, MS 39307.

**2.2 BID ACCEPTANCE PERIOD**

The original of the response to the IFB needs to be signed and submitted in a sealed envelope or package to the Purchasing Department of East Mississippi State Hospital no later than the time and date specified for receipt of bid. Timely submission of the bid is the responsibility of the Contractor. Bids received after the specified time shall be rejected and returned to the Contractor unopened. The envelope or package should be marked with the bid opening date and time, and the number of the request for bids. The time and date of receipt will be indicated on the envelope or package by EMSH Business Services. Each page of the bid and all attachments should be identified with the name of the Contractor.

Modifications or additions to any portion of the IFB may be cause for rejection of the bid. EMSH reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, EMSH may request the Contractor to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

**2.3 DETAILED MINIMUM SPECIFICATIONS**

Devise a written bid that will ensure that the selection procedure for psychiatric services follows the guidelines of the Office of Personal Service Contract Review and results in the best quality of patient care. The written bid should be such that it clearly and fully explains how the Contractor will:

- A. **Provide proof that Contractor is a licensed, board eligible physician in the field of psychiatry; and has experience in an institutional setting.**
- B. Bidders shall provide profiles and resumes of the physician, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the Contractor’s expertise in the area of the solicitation.

#### 2.4 **PERIOD OF PERFORMANCE**

The period of performance of this service is for fiscal years 2019 through June 30, 2021. The contract is renewable for an additional period of two years to June 30, 2023, conditioned upon the receipt of state funds, satisfactory performance, and the approval of the Public Procurement Review Board.

#### 2.5 **BID WITHDRAWAL**

If the price is substantially lower than those of other Contractors, a mistake may have been made. A Contractor may withdraw its bid from consideration if certain conditions are met:

- A. The bid is submitted in good faith.
- B. The price is substantially lower than those of other Contractors because of a mistake.
- C. The mistake is a clerical error, not an error of judgment.
- D. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after the bid opening, the Contractor will give written notice to EMSH to claim the right to withdraw a bid. Within five business days after the bid opening, the Contractor requesting withdrawal must provide to EMSH all original work papers, documents, and other materials used in the preparation of the bid.

A Contractor may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to EMSH. No explanation is required.

A Contractor may also withdraw a bid if EMSH fails to award or issue a notice of intent to award the bid within sixty (60) days after the date fixed for the opening of bids.

No Contractor who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

**2.6 ACCEPTANCE OF BIDS**

EMSH reserves the right, in its sole discretion, to waive minor irregularities in bids. A minor irregularity is a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of EMSH. Waivers, when granted, shall in no way modify the IFB requirements or excuse the party from full compliance with the IFB specifications and other contract requirements, if the party is awarded the contract.

**2.7 DISPOSITION OF BIDS**

All submitted bids become the property of the State of Mississippi.

**2.8 IFB DOES NOT CONSTITUTE ACCEPTANCE OF OFFER**

The release of the Invitation for Bids does not constitute an acceptance of any offer, nor does such release in any way obligate EMSH to execute a contract with any other party. The final decision to execute a contract with any party rests solely with EMSH.

**2.9 CONTRACTOR'S CERTIFICATION**

The Contractor agrees that submission of a signed bid is certification that the Contractor will accept an award made to it as a result of the submission.

**2.10 CONTRACTOR INVESTIGATIONS**

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by EMSH upon which the Contractor will rely. If the Contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation. .

**2.11 CERTIFICATES AND LICENSES**

The Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to EMSH no later than ten (10) days after the Contractor receives the notice of award from EMSH. Current notarized copies of licenses and certificates shall be provided to CMRC within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- A. A medical license valid in Mississippi and evidence of Board Eligibility in Psychiatry.

**2.12 DISCUSSIONS WITH RESPONSIBLE CONTRACTORS**

Discussions may be conducted with responsible Contractors who submit bids determined to be reasonably susceptible to being selected for award. The discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any

information derived from competing bids. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion. Revision of bids may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

**2.13 AWARD**

Award shall be made to the responsible Contractor whose bid is determined in writing to be the most advantageous to the State

**2.14 EXCEPTIONS**

Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

**2.15 DEBARMENT**

By submitting a bid, the Contractor certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

**2.16 EXPENSES INCURRED IN PREPARING BID**

EMSH accepts no responsibility for any expense incurred by the Contractor in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Contractor.

**2.17 INFORMALITIES AND IRREGULARITIES**

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

**2.18 LATE SUBMISSIONS**

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before an award has been made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by EMSH that the late receipt was due solely to mishandling by EMSH after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal

Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Contractors should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

## **2.19 NON-CONFORMING TERMS AND CONDITIONS**

A bid that includes terms and conditions that do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive. EMSH reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by EMSH of non-responsiveness based on the submission of nonconforming terms and conditions.

**CENTRAL MISSISSIPPI RESIDENTIAL CENTER**  
**P. O. Box 4128 West Station, Meridian, MS 39355-4128**  
**601-581-7666**

*Section III: Standard Terms and Conditions*

**3.0 ACKNOWLEDGMENT OF AMENDMENTS**

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

**3.1 APPLICABLE LAW**

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

**3.2 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of CMRC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to CMRC, CMRC shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to CMRC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**3.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

**3.4 COMPLIANCE WITH LAWS**

The contractor understands that CMRC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to,



all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

### **3.5 POST AWARD VENDOR DEBRIEFING**

A vendor, successful or unsuccessful, may request post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

### **3.6 E-PAYMENT**

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

### **3.7 E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both.

(3) In the event of such cancellation/termination, Contractor would also be liable for

any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State

**3.8 PROCUREMENT REGULATIONS**

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

**3.9 REPRESENTATION REGARDING CONTINGENT FEES**

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

**3.10 REPRESENTATION REGARDING GRATUITIES**

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

**3.11 PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

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

**3.12 STOP WORK ORDER**

(1) **Order to Stop Work:** The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the

right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

### 3.13 **WAIVER**

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

### 3.14 **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

### 3.15 **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services

provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

### 3.16 **PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## **CENTRAL MISSISSIPPI RESIDENTIAL CENTER**

### *Section IV: Standard Contract Form*

#### **PSYCHIATRY SERVICES**

The Psychiatry Services Agreement hereinafter referred to as the Agreement, by and between \_\_\_\_\_ MD hereinafter referred to as “CONTRACTOR,” and Central Mississippi Residential Center (CMRC).

#### **4.0 PURPOSE**

Central Mississippi Residential Center, in order to provide the best possible diagnosis and treatment for its patients, desires to hire a Board Eligible Psychiatrist to work part-time at its facilities in Meridian, Ms.

#### **4.1 TERM**

The term of this Agreement shall be for the period beginning November 8, 2018 and ending June 30, 2021. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. A two year extension may be granted if mutually acceptable, and funds are available per Section 4.17 of this agreement. Any renewal must be approved by the appropriate State review board.

#### **4.2 SCOPE OF WORK**

The scope of work for this position is outlined under Addendum A attached to this contract.

#### **4.3 CHANGES IN THE LAW**

In the event that any Medicare or Medicaid law, rules, regulations, policy (or any other federal, state or local law, rule, regulation, policy or any interpretation thereof), are amended at any time during the term of this Agreement, then the parties agree to negotiate in good faith to amend or terminate the Agreement.

#### **4.4 LICENSURE AND ACCREDITATION**

CONTRACTOR will provide proof that they are a Board Certified Psychiatrist. CONTRACTOR agrees to maintain such licensure and accreditation during the term of this Agreement. CONTRACTOR will immediately notify CMRC if it's licensing status changes.

#### **4.5 COMPLIANCE WITH REGULATORY AGENCIES**

Both CMRC and CONTRACTOR agree to comply with all applicable regulatory agencies including, but not limited to Mississippi Department of Health and CMS, and each party shall administer compliance policies throughout their respective organizations to ensure that such compliance abides by HHS OIG guidelines, and other applicable laws.

#### **4.6 INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless CMRC and its directors, officers, employees and agents from and against any and all claims, actions, causes of action, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against CMRC as a result of negligence in providing services by CONTRACTOR under this Agreement, except to the extent that any such claims shall arise of or relate to CMRC's negligence or willful misconduct with respect thereto; and CMRC agrees to indemnify and hold harmless CONTRACTOR and its directors, officers, employees and agents from and against any and all claims, actions, causes of action, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against CONTRACTOR as a result of the acts of omission of CMRC, except to the extent that any such claims shall arise of or relate to CONTRACTOR's negligence or willful misconduct with respect hereto

#### **4.7 ANTI-ASSIGNMENT/SUBCONTRACTING**

Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the other party's prior written consent, except that CONTRACTOR may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law or otherwise.

#### **4.8 APPLICABLE LAW**

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

#### **4.9 PROCUREMENT REGULATIONS**

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

#### **4.10 COMPLIANCE WITH THE LAWS**

Contractor understands that CMRC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

#### 4.11 **STOP WORK ORDER**

(1) *Order to Stop Work*: The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work*: If a stop work order is not canceled and the work by covered such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

#### 4.12 **AMENDMENTS**

No amendment, change modification or alteration of the terms and conditions hereof shall be binding unless in writing and duly executed by both parties. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by CMRC and agreed to by the contractor.

#### **4.13 LEGAL NOTICES**

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the contractor:

For the CMRC:

#### **4.14 TERMINATION FOR CONVENIENCE**

- (1) Termination. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **4.15 CONFIDENTIAL INFORMATION**

The terms and existence of this Agreement (including all pricing information) shall be deemed Confidential Information, along with such other information designed as such by a party. Confidential Information and Protected Healthcare Information (as defined by the current HIPAA Law) shall only be provided to employees on a need-to-know basis. Neither party shall disclose the others party's Confidential Information to any third party, except as required to be perform its obligations hereunder, and in any event no disclosure shall be made to any third party that is not bound by confidentiality obligations equivalent to those herein.

#### **4.16 TERMINATION FOR DEFAULT**

- (1) Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provision, or commits any other substantial breach of this contract, the Procurement Officer of CMRC may notify Contractor in writing of the delay or nonperformance and if



not cured in ten (10) days or any longer time specified in writing by the Procurement Office, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) Compensation. Payment for completed services delivered and accepted by CMRC shall be at the contract price. CMRC may withhold from amounts due Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Procurement Office within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonable obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and , if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be reviewed accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in the Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that

the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- (4) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**4.17 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of CMRC to proceed under the agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the state, CMRC shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to CMRC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**4.18 REPRESENTATION REGARDING CONTINGENT FEES**

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

**4.19 REPRESENTATION REGARDING GRATUITIES**

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

**4.20 FALSE CLAIMS ACT**

The False Claims Act allows people, whether affiliated with the government or not, to file actions against federal contractors claiming fraud against the government. The act of filing such actions is informally called "whistleblowing". Persons filing under the Act stand to receive a portion (usually about 15-25 percent) of any recovered damages. The act provides a legal tool to counteract fraudulent billings turned in to the Federal Government. Claims under the law have been filed by persons with insider knowledge of false claims which have typically involved health care, military, or other government spending programs.

The Department of Mental Health and its twelve residential facilities actively encourage persons with knowledge of fraudulent claims to report it. The False Claims Act gives a

person reporting such fraud certain rights and protections, among which is protection from adverse action by the employer for reporting such fraud. In the case of Medicaid fraud – 1-800-880-5920 is the Fraud and Abuse Hotline for the Bureau of Program Integrity at the Mississippi Division of Medicaid. Fraudulent Medicaid claims would include, but not be limited to:

- Billing for services not rendered
- Billing for services rendered by not medically necessary
- “Up-coding” or inappropriate billing that results in a loss to the Medicaid Program
- Inappropriate or lack of documentation to support services billed
- Quality of care issues (care that fails to meet professionally recognized health care standards)
- Falsifying certificates of medical necessity, plans of treatment, and/or medical records to justify payment
- Soliciting or receiving kickbacks
- Violating Medicaid policies, procedures, rules, regulations, and/or statutes.

Medicaid beneficiaries should be referred to the Bureau of Program Integrity at the Division of Medicaid if there is a suspicion of:

- Excessive use or over-use of Medicaid
- Using another’s Medicaid identification card
- Lending, altering, or duplicating a Medicaid identification card
- Providing incorrect eligibility or false information to a provider to obtain treatment
- Simultaneously receiving benefits in two or more states
- Knowingly assisting providers in rendering services to defraud the Medicaid program
- Prescription fraud

***Every dollar lost to fraud is a dollar that cannot serve a deserving Medicaid beneficiary***

Other suspected fraud and abuse with regard to non-Medicaid claims against state government can be reported to the State Attorney General’s Office. For that matter, Medicaid fraud can also be reported to the Attorney General. Contact information for reporting fraud to the State Attorney General is:

Public Integrity Division  
Office of Attorney General  
P.O. Box 2  
Jackson, Ms. 39205  
Phone: 601-359-4250  
Toll-free numbers for AG’s Office: 1-800-281-4418 Or 1-800-829-6766

Additionally, the Federal Government employs many independent Inspectors General whose duties include the prevention and detection of waste, fraud, and abuse within their respective federal departments. A list of all those Inspectors General can be found at [www.ignet.gov](http://www.ignet.gov). The two most likely to be associated with the activities of the Department of Mental Health are:

Inspector General  
U.S. Department of Education  
400 Maryland Ave., SW  
Washington, D.C. 20024  
Hotline Number: 1-202-245-6911  
Hotline E-Mail: [oighotline@ed.gov](mailto:oighotline@ed.gov)

Inspector General  
U.S. Department of Health and Human Services  
330 Independence Ave, SW  
Washington, D.C. 20201  
Hotline Number: 1-800-447-8477  
Hotline E-mail: [HHSTips@oig.hhs.gov](mailto:HHSTips@oig.hhs.gov)

Controlling fraud and abuse is everybody's business. All employees of the Department of Mental Health and its facilities, and contractors associated with the Department of Mental Health and its facilities, are encouraged to report fraud and abuse of which they are aware to the appropriate authorities. If you believe your concern can be adequately addressed at the facility at which you believe the fraud occurred, you may contact the Facility Director, or you may contact the Executive Director of the Department of Mental Health at 601-359-6250, or you may make your report to any of the entities listed previously in this notice. The False Claims Act gives you rights as a "whistleblower", among which is the prohibition of adverse action against you for reporting such fraud and abuse when you have reason to believe such fraud and abuse exists.

**4.21 ORAL STATEMENTS**

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

**4.22 THIRD PARTY ACTION NOTIFICATION**

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

**4.23 TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by Central Mississippi Residential Center upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of

such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**4.24 WAIVER**

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

**4.25 APPROVAL CLAUSE**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

**4.26 FAILURE TO ENFORCE**

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

**4.27 HIPAA**

The parties specifically agree to take such action as is necessary to implement the requirements of Sections 1173 and 1175 of the Social Security Act, otherwise referred to as the Health Insurance Portability and Accountability Act of 1996, (hereinafter referred to as "HIPAA"); the regulations promulgated under HIPAA by the United States Department of Health and Human Services (hereinafter referred to as "HIPAA regulations") which are codified at 45 C.F.R. § 160 and §164; and other applicable laws relating to the security and confidentiality of protected health information.

**4.28 AUTHORITY TO CONTRACT**

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

**4.29 TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**4.30 E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

**4.31 E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, PSCRB Rules and Regulations Page 140 Effective Date 7/1/2016
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**4.32 TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-

1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

CONTRACTOR

Central Mississippi Residential Center

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(PRINT)

NAME: \_\_\_\_\_  
(PRINT)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**P. O. Box 4128 West Station, Meridian, MS 39304-4128  
601-581-7666**

*Section V: Contractor Certifications*

**5.0 CONTRACTOR'S CERTIFICATION**

The Contractor agrees that submission of a signed bid form is certification that the Contractor will accept an award made to it as a result of the submission.

---

Contractor's Signature

**5.1 PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING  
CONTINGENT FEES**

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

---

Contractor's Signature

**5.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

---

Contractor's Signature



## **ADDENDUM A**

Senior Management and the executive medical staff will review the indicators built into the contract that assure quality performance and regular assessment measures for the services provided. The selected/chosen indicators and the relevant data must be accessible to Central Mississippi Residential Center for review, accepted, and documented in the contract agreement at the time clinical contracts are scheduled for review.

STATEMENT OF WORK  
Central Mississippi Residential Center

NAME: \_\_\_\_\_

**PSYCHIATRY**

To be eligible to apply for core privileges in psychiatry, the applicant must meet the following criteria:

- Current Board Eligibility in psychiatry by the American Board of Psychiatry and Neurology or the American Osteopathic Board of Neurology and Psychiatry; experience with acceptable results in the privileges requested for the past 24 months based on results of quality assessment/improvement activities and outcomes. Evidence of current ability to perform Privileges requested is required of all applicants for renewal of privileges.

**PSYCHIATRY CORE PRIVILEGES**

[X] Admit, evaluate, diagnose, treat and provide consultation to adult patients presenting with mental, behavioral, addictive or emotional disorders, e.g., psychoses, depression, anxiety disorders, substance abuse disorders, developmental disabilities, sexual dysfunctions and adjustment disorders. Privileges include providing consultation with physicians in other fields regarding mental, behavioral or emotional disorders, pharmacotherapy, psychotherapy, family therapy, behavior modification, consultation to the courts, and emergency psychiatry; as well as the ordering of diagnostic, laboratory tests; supervise, collaborate with and train psychiatric nurse practitioners, and prescribe medications.

[X] Provision of basic medical care, perform physical examinations

**GERIATRIC PSYCHIATRY**

To be eligible to apply for privileges in geriatric psychiatry, the applicant must meet the following criteria:

- Qualify for General Psychiatry core privileges plus documented training or experience specific to the needs of geriatric patients.

**AND**

To be eligible to renew privileges in geriatric psychiatry, the applicant must meet the following criteria:

- Current demonstrated competence and an adequate volume of experience with acceptable results in the privileges requested for the past 24 months based on results of quality assessment/improvement activities and outcomes. Evidence of current ability to perform privileges requested is required of all applicants for renewal of privileges.

#### GERIATRIC PSYCHIATRY PRIVILEGES

- [X] Admit, evaluate, diagnose, treat and provide consultation to geriatric patients who suffer from dementia, depression, psychosis, behavioral disturbances that result from memory disorders, and other psychiatric disorders. Privileges include supervising, collaborating with and training psychiatric nurse practitioners; being able to provide consultation with physicians in other fields regarding mental, behavioral, or emotional disorders and their interaction with physical disorders in the geriatric population.

## Invitation To Bid

Central Mississippi Residential Center c/o East Mississippi State Hospital  
1818 College Drive  
PO Box 4128 West Station  
Meridian, MS 39304-4128  
Telephone Number: (601) 581-7666

### Bid Opening Data

Bid #: 19-06

Date: October 9, 2018

Time: 10:00 AM CDT

Place: East Mississippi State Hospital, Business Services, Room E-027

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

All bids must be signed and dated in ink.

Bid price expressed in an hourly rate for psychiatric services to be provided by a Board Eligible Psychiatrist to provide part time services to the various facilities of CMRC.

Bid Price: \$\_\_\_\_\_/hour (No other fees, charges, or expenses are allowable)

CMRC or EMSH have the right to reject any and/or all bids, and waive informalities.

Bids shall be made out on this form, sealed in an envelope and plainly marked on the outside: "Bid for Part Time Psychiatric Services Bid #19-06 or Electronic bid through the MAGIC System.