



## *Agreement Between Specialized Treatment Facility and*

This renewal contractual agreement is entered into by the Specialized Treatment Facility, hereafter called "STF" whose address is 14426 James Bond Road, Gulfport, Mississippi 39503 and, whose address is hereinafter called "Contract Worker" for the provision of services as set out herein.

NOW THEREFORE, the parties agree to the terms and considerations herein.

### **1. CONTRACT WORKER**

Contract Worker does not carry the status of a state service or a non-state service employee of the State of Mississippi, but rather is a contractual worker and has no property right to his or her job and may be terminated with or without cause and without due process by the STF. The STF agrees to compensate Contract Worker as outlined in Attachment A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Contract Worker by the STF. No funds shall be paid on behalf of the Contract Worker into any Government Employee Deferred Compensation Plan. The STF shall not provide to the Contract Worker insurance coverage under the State and School Employee Health Insurance Plan or other benefits normally provided by the state for its employees, with the exception of workers compensation and the employer share under the Federal Insurance Contributions Act (FICA).

### **2. SCOPE OF WORK**

Contract Worker agrees to provide services to the STF as described and under the conditions as set out in Attachment A which is attached hereto and made a part of as if fully copied herein.

### **3. PERIOD OF AGREEMENT**

The original executed contract provided services under the contract from September 1, 2023 and ended August 31, 2025 and offered the option to renew for a period of two additional years, which performance of the services will begin on or about September 1, 2023 and will end on or about August 31, 2025.

### **4. RESERVATION OF RIGHT**

Any and all forms, reports, designs, and other materials prepared by Contract Worker for the STF shall be used by the STF and Mississippi Department of Mental Health only for its

own internal operations. The STF retains all rights and interest in said reports.

## **5. 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 hereto shall be brought in the courts of the State. The Contract Worker shall comply with applicable federal, state, local laws and regulations.

## **6. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the STF 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 the STF, the STF shall have the right upon ten (10) working days written notice to Contract Worker, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **7. REPRESENTATION REGARDING CONTINGENT FEES**

The Contract Worker represents that it has not retained a person to solicit or secure a contract with the STF upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the consultant's bid or proposal.

## **8. 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.

## **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>.

## **10. 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.

#### **11. 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 Contract Worker 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.

#### **12. COMPLIANCE WITH LAWS**

The Contract Worker understands that the STF 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 and the Contract Worker agrees during the term of the agreement that the Contract Worker will strictly adhere to this policy in its employment practices and provisions of services. The Contract Worker 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, as well as in accordance with the standards of the Joint (JC).

#### **13. HIPAA**

Contract Worker agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act of 1996 and any amendments there too, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the service under this contract."

#### **14. TERMINATION**

Contract Worker may be terminated with or without cause and with or without advance notice.

## **15. E-VERIFICATION**

Contract Worker represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 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. Contract Worker agrees to maintain records of such compliance and, upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, contract worker agrees to provide a copy of each such verification. Contract Worker 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 Contract Worker to the following:

- (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or
- (b) the loss of any license, permit, certification or other document granted to Contract Worker by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or(c)
- (c) both. In the event of such termination/cancellation, Contract Worker 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.

## **16. ANTI-ASSIGNMENT/SUBCONTRACTING**

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

agreement and to any conditions of approval that the STF may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

#### **17. INFORMATION DESIGNATED BY CONTRACT WORKER AS CONFIDENTIAL**

Any disclosure of those materials, documents, data, and other information which Contract Worker has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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. Any liability resulting from the wrongful disclosure of confidential information on the part of Contract Worker or its subcontractor shall rest with Contract Worker. Disclosure of any confidential information by Contract Worker or its subcontractor without the express written approval of the STF shall result in the immediate termination of this agreement.

#### **18. CONFIDENTIALITY**

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

#### **19. DEBARMENT AND SUSPENSION**

Contract Worker certifies to the best of its knowledge and belief, that it:

- (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (b) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(c) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(e) has not, within a three (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **20. FORCE MAJEURE**

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contract Worker shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

## **21. MODIFICATION OR RENEGOTIATION**

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

## **22. 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 the STF or Contractor Worker and agreed to by the other party in the contract.

## **23. STATE PROPERTY**

Contract Worker will be responsible for the proper custody and care of any state-owned property furnished for Contract Worker used in connection with the performance of this

agreement. Contract Worker will reimburse the State for any loss or damage, normal wear and tear excepted.

#### **24. THIRD PARTY ACTION NOTIFICATION**

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

#### **25. STOP WORK ORDER**

1. Order to Stop Work: The Chief 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 Chief 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 Chief 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.

## **26. 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.

## **27. 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 Contract Worker:

For the STF: Shannon Y. Bush MPA, Program Director  
14426 James Bond Road, Gulfport, MS 39503  
228-328-6000, sbush@stf.ms.gov

## **28. INTEGRATED AGREEMENT/MERGER**

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contract Worker. Contract Worker acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contract Worker on the basis of draftsmanship or preparation hereof.

## **29. APPROVAL CLAUSE**

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

_____	_____
Contract Worker	Date

_____	_____
Dawn Clayton MBA STF Accounting/Finance Director	Date

_____	_____
Shannon Y. Bush MPA STF Program Director	Date

## **Attachment A - Contract Worker Child & Adolescent Psychiatrist**

The Contract Worker will provide services under this Renewal Contract, to begin on September 1, 2021 and end no later than August 31, 2023 at the rate of **\$ 250.00 per hour** not to exceed **20 hours per week** on-site and **\$ 1,000 per month** for on-call services. The contract will not exceed **\$ 544,000 for period September 1, 2023 through August 31, 2025. (Cumulative amount of \$1,088,000 for the total contract value for period September 1, 2025 through August 31, 2027).** On-call services include but are not limited to phone consultation with MHNP/RNs regarding medical decisions and oversight of restraint and seclusion situations.

### Potential Annual Value of Contract

9/1/2023-8/31/2025 – on-site up to 20 hours/week for 104 weeks = \$520,000

9/1/2023-8/31/2025 – on-call for 24 months = \$24,000

9/1/2025-8/31/2027 – on-site up to 20 hours/week for 104 weeks = \$520,000

9/1/2025-8/31/2027 – on-call for 24 months = \$24,000

Amount is payable on a biweekly delayed payment schedule after completion of services as documented by the KRONOS timeclock and submission of the STF required Time Keeping Form when necessary. It is agreed that, in no event, the total compensation paid to Contractor Worker will exceed the specified amount contained in the above paragraph.

The Contract Worker will perform work in the Medical Services Department and provide services as outlined in the Scope of Services below. The Contract Worker will maintain licensure as a physician who is board-certified child/adolescent psychiatrist or a psychiatrist who has successfully completed an approved residency in child/adolescent psychiatry. Services will be provided on a consistent and mutually agreed upon written schedule or as often as needed and mutually agreed upon written schedule.

The Contract Worker will submit a **Medical Staff Application**, to include work history, educational history, references, release of information form, and credentials (license, DEA certificate, etc.) which must be processed by STF's Licensed Professional Staff Committee and approved by the MS Board of Mental Health initially and then every two (2) years thereafter. The Contract Worker will submit to OIG and CPS checks, fingerprinting for federal and state criminal **background checks**, and provide a urine and alcohol screen.

State Holidays - In the event that holidays fall on a Saturday or Sunday, then the legal holiday will be observed the following Monday. The Governor may deem additional days for holidays. The State of Mississippi observes the following legal holidays:

- January 1 - New Year's Day
- The Third Monday of January - Robert E. Lee's Birthday and Dr. Martin Luther King Jr.'s Birthday
- The Third Monday of February - Washington's Birthday
- The Last Monday of April - Confederate Memorial Day
- The Last Monday of May - National Memorial Day & Jefferson Davis' Birthday
- July 4 - Independence Day
- The First Monday of September - Labor Day
- November 11 - Armistice or Veterans' Day
- A day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the United States President - Thanksgiving Day
- December 25 - Christmas Day

### Scope of Services

Examples of work performed in this position include, but are not limited to, the following:

- Perform services required of a child and adolescent psychiatrist as **regulations** require from a Psychiatric Residential Treatment Facility as stated by the Mississippi Division of Medicaid and the Mississippi Department of Health; from a Behavioral Health Care Program by as stated by the Joint Commission and the Mississippi Department of Mental Health; and from a non-public school as stated by the Mississippi Department of Education. The Contract Worker will abide by and ensure that all regulations are met.
- Abide by all **policies** and procedures of the Specialized Treatment Facility and the Mississippi Department of Mental Health.
- Serve as the **Medical Director** to coordinate medical services and direct resident treatment and serve as the child/ adolescent psychiatrist to residents.

- Serve as **Primary Collaborating Physician** for the Mental Health Nurse Practitioner (MHNP). Collaboration includes a monthly review of 10% or 20 charts, whichever less, of residents seen by the MHNP. Physician will also document once per quarter a face-to-face quality assurance meeting with the MHNP. The primary collaborating physician to the MHNP will coordinate coverage in advance with the pre-arranged back-up collaborating physician provided by the STF when needed.
- Conduct a **direct consultation at least once per week** when the MHNP is not available. Each resident must have a direct consultation with the Psychiatrist or the MHNP each week. The primary responsibility for direct consultations is the MHNP. However, if the MHNP pre-plans a vacation or is unavailable due to emergency, etc., then the Psychiatrist will need to satisfy this Department of Health regulation for the STF. This requirement may be satisfied in groups.
- Approve all resident admissions and discharges.
- Conduct **psychiatric evaluations** of each resident admitted within seven (7) days of admission and document in the medical record.
- Participate in weekly **Treatment Team** committee meetings.
- Document **Professional Supervision** monthly on clinical psychologist, director of nursing, and the MHNP.
- Serve on the **Medical Care and Quality Review** committee monthly.
- Serve as the **Strategic National Stockpile physician coordinator**.
- The Specialized Treatment Facility will furnish any equipment or supplies as needed. Or the Contractor may bring any equipment/supplies that he/she deems necessary, as prior approved.
- The Contract Worker will not utilize cellular or recording devices of any kind in resident treatment areas. Cellular or recording devices are not permitted in resident treatment areas by any person, unless it is an emergency.
- Provide to the STF Program Director a minimum of 30 days' notice when planning for more than a week off for vacation, training, etc. The STF will maintain a backup physician to cover for the Contractor when needed.