

**STATE OF MISSISSIPPI
DEPARTMENT OF REHABILITATION SERVICES
CONTRACT FOR PROFESSIONAL SERVICES**

1. Parties. The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter "MDRS") and [Contractor Name] (hereinafter "Contractor").
2. Purpose. The purpose of this contract is for MDRS to engage Contractor to provide certain professional consulting services as set forth in RFA 3140000928, issued by MDRS and incorporated herein by reference. Contractor is one of the qualified consultants selected through the above referenced RFQ.
3. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "A", captioned "General Terms and Conditions", which is attached hereto and made a part hereof by reference.
4. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "B", captioned "Scope of Services", which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit "B", MDRS agrees to compensate Contractor as provided in Exhibit "C", captioned "Compensation", which is attached hereto and made a part hereof by reference.
6. Period of Performance. This contract will become effective for the period beginning July 1, 2017 and ending on June 30, 2018, upon the approval and signature of the parties hereto. MDRS has the option to renew the contract for three (3) additional twelve (12) month periods as set forth in Section 15 of Exhibit A.
7. 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 Exhibit "D", captioned "Notifications", which is attached hereto and made a part hereof by reference.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____
Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services

DATE

By: _____
[Contractor Name]
Contractual Worker

EXHIBIT “A”**GENERAL TERMS AND CONDITIONS**

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 laws, 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.
2. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS 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 MDRS, MDRS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Mississippi Department of Rehabilitation Services 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 Contractor agrees during the term of the agreement that 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. Conflict of Interest. Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias. Contractor must also refrain from using confidential or protected personally identifiable information for any other purpose other than to perform the duties required by this contract.
5. Debarment and Suspension. Contractor 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 year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
6. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between a duly authorized representative of MDRS and the Contractor. Such a resolution shall be reduced to writing and a copy thereof mailed or furnished to the Contractor and shall be final and conclusive, unless within ten (10) days from the date of such resolution, the Contractor mails or furnishes to the Executive Director of MDRS a written request for review. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her/its position on the issue in dispute and under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith, or not to be supported by substantial evidence. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance the duties and obligations of the Contract.
 7. Employment Status. Contractor shall, during the entire term of this Agreement, be construed to be a Contractual Worker. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder and that any sum due and payable to Contractual Worker shall be paid as a gross sum with withholdings or deductions being made by MDRS as required by law. If applicable, Contractor shall be responsible for ensuring that the annual hours worked and the annual compensation received are in compliance with the Mississippi Public Employees Retirement System regulations.
 8. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
 9. Failure to Enforce. Failure by MDRS 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 MDRS to enforce any provision at any time in accordance with its terms.
 10. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
 11. 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.
 12. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor’s internal administrative and quality assurance files and

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

Additionally, Contractor assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38 and will become the property of MDRS. Contractor assures that MDRS shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDRS.

Paper documents containing Personally Identifiable Information must be destroyed by burning, pulping, shredding, macerating, or other similar means that ensures the information cannot be recovered. If there are electronic devices and media (for example, computers, disk drives, CD's, Jump/Flash drives, magnetic tape, etc.) that need to be disposed of, please contact MDRS for further guidance on approved methods on destroying electronic devices and related media.

13. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
14. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
15. Renewal of Contract. The contract may be renewed at the discretion of MDRS upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of four (4) successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed three (3), or extend past June 30, 2020.
16. 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.
17. Representation Regarding Gratuities. 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 Personal Service Contract Review Board Rules and Regulations*.
18. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
19. Stop Work Order.

- a. *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:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *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::
 - i. 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,
 - ii. 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.
- c. *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.
- d. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

20. Termination for Convenience.

- a. *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.
- b. *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.

21. Termination for Default.

- a. *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 provisions, or commits any other substantial breach of this contract, the Agency Head or designee 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 Agency Head or designee, 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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.
- b. *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.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee 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.
- d. *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 Agency Head or designee 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 reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee 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 revised 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 this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *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.

- f. *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.

22. 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.
23. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). 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.
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 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.

EXHIBIT “B”**SCOPE OF SERVICES**

Under general administrative direction, the Contractor shall serve as a consulting [medical/psychological] specialist for the Office of Disability Determination Services of the MDRS. The Contractor carries out the prescribed procedures relating to a part of the documentation requirements necessary in completing disability determinations on applications for Social Security Disability Benefits. In carrying out the responsibilities of a consulting medical specialist, the Contractor will perform one or more of the following functions:

1. Determine the severity of impairments by reviewing and evaluating medical evidence obtained in conjunction with applications for disability benefits under provisions of the Social Security Act. This includes written evaluations and completion of specified forms as required by Social Security regulations.
2. Review case records and provide written evaluation of the adequacy of documentation and make recommendations for further development.
3. Review and sign completed determinations.
4. Upon request, assist in rebuttal preparations by providing analysis on relevant medical issues.
5. Maintain an accuracy rate of 95% or higher.
6. Attend, watch, prepare or present, without compensation, up to two (2) hours per month of required training for SSA and MDRS in program and administrative policy. May also participate in other activities (excluding case ratings or determination signing) as requested by MDRS Administration to include but not limited to preparation/presentation of training, discussion of program and/or administrative issues, etc. Participation in excess of two (2) hours will be compensated as described below in Exhibit “C”.

The services provided by the Contractor are a necessary contribution to and are a part of processing and adjudicating disability claims. Therefore, Contractor will avoid any conflict or appearance of conflict between the interest of the Social Security Administration and his/her own personal interest. Contractor agrees to disqualify himself/herself from acting on any official matter which involves a relative, personal acquaintance, his/her own records or any case in which he/she has prior knowledge or experience. Additionally, all claimant information coming within the knowledge of the Contractor in the performance of his/her contractual obligations is confidential and the Contractor assures that such information will be properly safeguarded, used only for the purpose for which provided, and shall not be released to unauthorized persons.

The services provided by Contractor shall be at MDRS' office and, upon mutual consent of the parties, at other designated locations for authorized medical and program related activities. Contractor shall be required to perform said services on-site at the MDRS offices for a minimum of four hours per calendar month. These work hours shall be conducted in at least one hour increments during regular office hours. In order to ensure timely case processing, a proposed biweekly work schedule shall be provided to the supervisor and the supervisor shall be informed of any changes that may be necessary.

EXHIBIT “C”**COMPENSATION**

As consideration for the performance of the services referenced in Exhibit “B”, MDRS agrees to compensate Contractor at the rates detailed below. Contractor shall be paid on a biweekly delayed payroll schedule, a copy of which schedule shall be provided to Contractor by MDRS. In order to ensure timely payment, Contractor shall submit an invoice to MDRS by the next working day after the end of the biweekly payroll period. Contractor shall include appropriate documentation with each invoice. Travel expenses allowable per state travel regulations shall be submitted on a separate invoice.

It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified amount of **XXXXXX** Dollars (\$**XX,XXX.XX**) per state fiscal year.

MEDICAL SPECIALIST CONSULTING RATES

1. Case Rating and Consultation:
 - a. Thirty Dollars (\$30.00) per non-CDR case
 - b. Fifty Two Dollars (\$52.00) per CDR case
2. Determination Signing:
 - a. Three Dollars and Seventy Five Cents (\$3.75) per end line case review/signature
3. Rating Correction:
 - a. MDRS will make no payment to the Contractor for correction or completion of errors or omissions found in found in a quality assurance review process or by other administrative review.
4. Other Activities:
 - a. Fifty Eight Dollars (\$58.00) per hour.
 - b. Other activities include training beyond two hours per month, preparing and presenting training, and any other administratively requested or required activity other than case rating or determination signing.
 - c. Any hours related to the activity of training as stated above must be approved by the Director of the DDS program, in consultation with the Executive Director, prior to such hours being incurred. Approval must be documented in writing and signed by the DDS Director and the Contractor. Any training hours not approved by the DDS Director prior to such hours being incurred may be deemed by MDRS as ineligible for payment.
 - d. In special situations and with prior approval by MDRS, MDRS will reimburse costs, at state rates, of travel expenses incurred by the Contractor when performing “other activities”, including Fifty Eight Dollars (\$58.00) per hour for travel time. Total time spent performing “other activities”, including travel time, shall not exceed eight (8) hours per day.

EXHIBIT “D”**NOTIFICATIONS**

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 MDRS: Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

[with Copy to Director of Policy and Contracts]

For the Contractor: [Contractor Name]
[Mailing Address]
[City], [State] [Zip Code]