

Request for Qualifications (RFQ)-Neurologist

- 1) Mississippi State Hospital (MSH) will accept Statement of Qualifications (SOQ) until 8 AM. (Central Time), August 28, 2017 for the purpose of hiring a neurologist as a Contract Worker to serve as a consultant for patients/residents/clients at Whitfield Medical-Surgical Hospital.

A statement of qualifications along with supporting credentials to serve in this capacity should be contained in a sealed envelope with a separately sealed envelope. The SOQ can be mailed or hand delivered to the Purchasing/Procurement Office (bldg. 93), 3550 Hwy 468 West/PO Box 157-A, Whitfield, MS 39193. For more information, call 601.351.8496.

2) Purpose

The Mississippi State Hospital seeks to contract with neurologist to perform neurological consultation including, but not limited to, assessment, diagnosis, and treatment//treatment recommendations for patients/resident/clients. Additionally, the Contract Worker will provide written interpretations of electroencephalograms (EEGs) .

3) Background

- a) MSH is a large psychiatric hospital and is the largest facility operated by the Mississippi State Department of Mental Health. It is located about fifteen miles southeast of Jackson, Mississippi and directly south of the Jackson International Airport on County Road 468.
- b) MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. It includes over 130 buildings.
- c) MSH is licensed for 1329 beds. The hospital and nursing homes have an average daily census of 726 patients.
- d) All divisions of MSH and Jaquith Nursing Homes are accredited by the Joint Commission.
- e) The operational divisions of MSH are Whitfield Medical Surgical Hospital, Jaquith Nursing Homes, child and adolescent psychiatric, adult psychiatric, medical psychiatric, forensic services, and chemical dependency services.

4) Definitions

- a) RFQ - Request for Qualifications
- b) SOQ - Statement of Qualifications
- c) Respondent - An individual that submits or intends to submit a proposal in response to this Statement of Qualifications

- d) MSH/Hospital - Mississippi State Hospital
- e) JC - Joint Commission
- f) Must/Mandatory/Required - A requirement that must be met in order for a proposal to receive consideration.
- g) Contract - The written agreement resulting from this Request of Qualifications/ Statement of Qualifications executed by MSH and the contract worker.
- h) Contract worker - An individual with which a written agreement is executed.

5) Minimum qualifications are listed below. Documents supporting sections a) and b) must be provided when submitting the Statement of Qualifications:

- a) Education
Graduation from a school of medicine accredited by the Liaison Committee on Medical Education (LCME);

OR

Graduation from a school of medicine accredited by the American Osteopathic Association's Commission on Osteopathic College Accreditation (COCA);

OR

Graduation from a foreign medical school and certification by the Educational Commission for Foreign Medical Graduates (ECFMG) or equivalent;

AND

Successful completion of a neurology residency program which is accredited by either the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association.
- b) Degree, License, Insurance, and Registration
 - (1) Doctor of Medicine (MD) degree or a Doctor of Osteopathy (DO) degree;
 - (2) Current, unrestricted license to practice medicine as a physician in the State of Mississippi;
 - (3) Current registration certificate issued by the Drug Enforcement Administration (DEA).

- 4) Evidence of Professional Liability Insurance with coverage of at least \$1,000,000 inclusive per occurrence and \$3,000,000 aggregate.
 - c) Credentials
 - (1) If not already appointed to the MSH Medical Staff, the Respondent must submit a completed Mississippi State Hospital Medical Staff Application packet. (Attachment A)
 - (2) After Facility receives the completed application (if applicable) and reviews all of the credentialing documents required by the MSH Bylaws, the Respondent must be interviewed by the Mississippi State Hospital Medical Staff Credentials Committee. It is incumbent upon the Respondent to ensure that all required documents are received by the Facility prior to the Credentials Committee interview. The applicant will be assigned a time for a Credentials Committee interview.
 - d) Medical Staff Appointment and Privileges

The applicant must obtain appointment to the MSH Medical Staff and be granted privileges to practice neurology at MSH by the Mississippi Board of Mental Health prior to being employed as a Contract Worker.
- 6) Essential Functions
- a) Assessing, diagnosing, and providing treatment recommendations for patients referred for neurology consults;
 - b) Interpreting EEG's;
 - c) Abiding by all of the WMSH and MSH Policies and Procedures, DMH Policies, Joint Commission Standards, CMS Standards, and the MSH Medical Staff Bylaws and Rules and Regulations.
- 7) Performance Measures
- a) Completing requests for routine neurology consults within 3 weeks of referral;
 - b) Providing the final written consultation report within 72 hours of the patient/resident being seen;
 - c) Providing a written report of the interpretation of routine EEGs within 72 hours of receiving request for interpretation;

8) Other Requirements

On a schedule mutually agreed on by the Contract Worker and the WMSH Service Chief, the Contract Worker can anticipate spending up to an average of 15 hours per month performing the aforementioned essential functions;

9) Evaluation of SOQ will be based on weighted scoring from the respondent's content in section 13.

10) Performance of the services will begin on January 1, 2018 and end on December 31, 2022 with the option to extend the contract for one additional year.

11) Type of contract will be a Contract Worker.

12) The deadline for submission of the SOQ will be August 28, 2017 at 8AM.

13) Content will include:

- a) Name of respondent
- b) Credentials and MSH Medical Staff Application (Weight of Factor 40%)
- c) Experience (Weight of Factor 30%)
- d) Board Certification (Weight factor 5%)
- e) Interview (Weight of Factor 25%)

14) Method of Award

Award will be made to the respondent with highest score during the evaluation process.

15) Proposal/SOQ Certification

The respondent agrees that submission of a signed proposal/SOQ is certification that the respondent will accept an award made to it as a result of the submission.

16) Proposal/SOQ Investigations

Before submitting a proposal/SOQ, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the MSH upon which the proposal will rely. If the respondent receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent 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.

17) Debarment

By submitting a proposal/SOQ, the respondent certifies that it is not currently debarred from submitting proposals/SOQ for contracts issued by any political subdivision or agency of Mississippi, and that it is not an agent of a person or entity that is currently debarred from submitting proposals/SOQs for contract issued by any political subdivision or agency of Mississippi.

18) Exceptions

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal/SOQ. Failure to indicate any exception will be interpreted as the respondents intent to comply fully with the requirements as written. Conditional or qualified proposals/SOQs, unless specifically allowed, shall be subject to rejection in whole or in part.

19) Expenses Incurred in Preparing Proposal

MSH accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of a proposal/SOQ. Such expenses shall be borne exclusively by the respondent.

20) Late Submissions

- a) A SOQ received at the place designated in the solicitation for receipt of proposal after the exact time specified for receipt will not be considered unless it is the only SOQ received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of the RFQ. It must be determined by MSH that the late receipt was due solely to mishandling by MSH after receipt at the specified address.
- b) The only acceptable evidence to establish the date of mailing of a late proposal 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. Respondents 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.

- c) The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.

21) Nonconforming Terms and Conditions

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the RFQ document is subject to rejection as non-responsive. MSH reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by MSH of non-responsiveness based on the submission of nonconforming terms and conditions.

22) Reservation of Right

Any and all forms, reports, designs, and other materials prepared by Respondents for the Hospital shall be used by Hospital and Mississippi Department of Mental Health only for its own internal operations. Hospital retains all rights and interest in said reports.

23) 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's provisions, and any litigation with respect hereto shall be brought in the courts of the State. The respondent shall comply with applicable federal, state, local laws and regulations.

24) Availability of Funds

It is expressly understood and agreed that the obligation of the Hospital 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 Hospital, the Hospital 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.

25) Representation Regarding Contingent Fees

The respondent represents that it has not retained a person to solicit or secure a Hospital contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the respondent's SOQ.

26) Representation Regarding Gratuities

The bidder, offeror, or respondent 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 Procurement Regulations.

27) Acknowledgment of Amendments

Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by the Mississippi State Hospital by the time and at the place specified for receipt of SOQs.

28) Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Services Contract Review Board Regulations, copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

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.

30) 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 respondent 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.

31) Compliance with Laws

The respondent understands that the Hospital 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 respondent agrees during the term of the agreement that the respondent will strictly adhere to this policy in its employment practices and provisions of services. The respondent 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 Commission on Accreditation of Healthcare Organizations (JCAHO).

32) HIPAA

Respondent 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.”

33) Compensation

The Contract Worker will be compensated \$200 per hour for duties performed as specified in Section 6.

34) E-Payment

Respondent 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.

35) E-Verification

Respondent 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. Respondent agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Respondent understands and agrees that any breach of these warranties 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) 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.

36) Stop Work Order

- a) Order to Stop Work: The Procurement Officer, may, by written order to Contract Worker at any time, and without notice to any surety, require Contract Worker 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 Contract Worker, 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, Contract Worker 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:
 - 1) cancel the stop work order; or,
 - 2) 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, Contract Worker shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contract Worker price, or both, and the contract shall be modified in writing accordingly, if:

- 1) the stop work order results in an increase in the time required for, or in Contract Worker's properly allocable to, the performance of any part of this contract; and,
- 2) Contract Worker 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.

37) Approval

It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

38) Contract Worker Agreement

Respondent must agree to the Contract Worker agreement and Attachment A.

39) The deadline for submission of questions will be August 18, 2017.

40) Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of Mississippi State Hospital within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of Mississippi State Hospital in writing and identify its attorney by name, address, and telephone number. Mississippi State Hospital will 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.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the Personal Service Contract Review Board's Rules and Regulations.

41) Protest of Award

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Qualifications may file a protest with the Request for Qualifications Coordinator, Dr. Duncan Stone. The protest shall be submitted on or before 2 P.M. Central Time, September 22, 2017, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Request for Qualifications Coordinator, Dr. Duncan Stone, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 2 P.M. Central Time, September 22, 2017, will not be considered.

Mississippi Contract/Procurement Opportunity Search Portal

This Request for Qualifications, and the questions and answers concerning this Request for Qualifications, are posted on the Contract/Procurement Opportunity Search Portal.

Attachments

The attachments to this Request for Qualifications are made a part of this Request for Qualifications as if copied herein in words and figures. Attachments include: Certifications and Assurances, Contract Worker Contract, and Attachment A

By signing below, the Company Representative/contract worker certifies that he/she has authority to bind the company/he/she, and further acknowledges on behalf of the company/person:

1. That he/she has thoroughly read and understands this Request for Qualifications, RFQ.08.2017.448, and the attachments herein;
2. That the company/contract worker meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ.08.2017.448, and the attachments herein;
3. That the contract worker agrees to all provisions of this Request for Qualifications, RFQ.08.2017.448, and the attachments herein;
4. That the contract worker has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.

Printed Name: _____

Signature: _____

Date: _____

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/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 statement of qualifications.

2. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it **has/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.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Contractor certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a statement of qualifications, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

Name/Title: _____

Signature/Date: _____

*Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the statement of qualifications form may result in the statement of qualifications being rejected as nonresponsive. **Modifications or additions to any portion of this statement of qualifications document may be cause for rejection of the statement of qualifications.***



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and _____.

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi

and _____, hereinafter called "Contract Worker" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital.

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 hospital. Hospital 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 Hospital. No funds shall be paid on behalf of the Contract Worker into any Government Employee Deferred Compensation Plan. Hospital or its subordinate programs 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 Hospital 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

Performance of the services will begin on or about 1-1-2018 and will end on or about 12-31-2021.

4. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Contract Worker for Hospital shall be used by Hospital and Mississippi Department of Mental Health only for its own internal operations. Hospital 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 Hospital 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 Hospital, the Hospital 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 Hospital contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

8. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contract Worker 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 Procurement Regulations*.

9. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Personal Services Contract Review Board Regulations*, copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspsb.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 Hospital 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 Commission (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. TERMINATION FOR CONVENIENCE

(a) *Termination.* The Hospital Director 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 Hospital Director or designee shall give written notice of the termination to Contract Worker specifying the part of the contract terminated and when termination becomes effective.

(b) *Contract Worker's Obligations.* Contract Worker shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contract Worker will stop work to the extent specified. Contract Worker shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contract Worker shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Hospital Director or designee may direct Contract Worker to assign Contract Worker's right, title, and interest under terminated orders or subcontracts to the State. Contract Worker must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. TERMINATION FOR DEFAULT

(a) *Default.* If Contract Worker 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 Hospital Director or designee may notify Contract Worker in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Hospital Director or designee, such officer may terminate Contract Worker'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 Hospital Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director or designee. Contract Worker 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) *Contract Worker's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contract Worker shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contract Worker 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 Contract Worker such sums as the Hospital Director 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, Contract Worker shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contract Worker to make progress in the prosecution of the work hereunder which endangers such performance) if Contract Worker has notified the Hospital

Director 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, Contract Worker 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 Contract Worker to meet the contract requirements. Upon request of Contract Worker, the Hospital Director 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, Contract Worker'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").

(e) *Erroneous Termination for Default.* If, after notice of termination of Contract Worker'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.

17. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Hospital upon written notice to Contract Worker, if Contract Worker should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contract Worker of an assignment for the benefit of its creditors. In the event of such termination, Contract Worker 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.

18. 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, to provide a copy of each such verification to the State. Contract Worker further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contract Worker understands and agrees that any breach of these warranties 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.

19. ANTI-ASSIGNMENT/SUBCONTRACTING

The Contract Worker acknowledges that it was selected by the Hospital 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 Hospital, which the Hospital 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 Hospital of

any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital 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 Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

20. STOP WORK ORDER

(a) **Order to Stop Work:** The Procurement Officer, may, by written order to Contract Worker at any time, and without notice to any surety, require Contract Worker 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 Contract Worker, 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,

Contract Worker 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:

(1) cancel the stop work order; or,

(2) 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, Contract Worker shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contract Worker price, or both, and the contract shall be modified in writing accordingly, if:

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

(2) Contract Worker 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.

21. APPROVAL

It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

22. 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 Hospital shall result in the immediate termination of this agreement.

23. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that the Hospital 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 Hospital pursuant to the agreement and designated by the Contract Worker in writing as trade secrets or other proprietary confidential information, The Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Hospital shall not be liable to the Contract Worker for disclosure of information required by court order or required by law.

24. 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 year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

25. 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.

26. 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.

27. 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 Hospital or Contract Worker and agreed to by the other party in the contract.

28. 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.

29. 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.

30. 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: Name: _____ Title: _____

Address: _____

For the Hospital: Name: _____ Title: _____

Address: Post Office Box 157-A, Whitfield, Mississippi
3550 Highway 468 West, Whitfield, Mississippi

31. 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.

 James G. Chastain
 Director
 Mississippi State Hospital

 Date

 Contract Worker

 Date

ATTACHMENT A

A. SCOPE OF WORK

Under the direction of the MSH Clinical Director and/or the Medical Director of Whitfield Medical-Surgical Hospital (WMSH), the Contract Worker will provide non-emergent neurology consultations and Electroencephalogram (EEG) interpretation for patients at MSH, Oak Circle Center, WMSH, and for residents of Jaquith Nursing Home. The duties will include, but not be limited to:

- 1) Assessing, diagnosing, and providing treatment recommendations for patients and residents referred for neurology consultations;
- 2) Interpreting EEG's;
- 3) Abiding by all of the WMSH and MSH Policies and Procedures, DMH Policies, Joint Commission Standards, CMS Standards, and the MSH Medical Staff Bylaws and Rules and Regulations.

B. Performance Measures

- 1) Evaluating patients and residents for routine neurology consults within 3 weeks of receiving the referral at least 95% of the time;
- 2) Providing a final written consultation report within 72 hours of the patient/resident being evaluated at least 95% of the time;
- 3) Providing a written report of the interpretation of routine EEGs within 72 hours of receiving request for interpretation at least 95% of the time;

C. OTHER REQUIREMENTS

Contract Worker can anticipate spending up to an average of 15 hours per month performing the aforementioned duties. The Contractor will not work more than 720 hours during the contract period.

The Contract Worker will devote his/her best efforts and necessary time and attention to completing the aforementioned duties. While performing duties at the hospital, the hospital will provide adequate facilities, equipment and supplies as necessary for the Contract Worker to properly perform his duties under this agreement.

D. CREDENTIALS

The Contract Worker shall be credentialed by Mississippi State Hospital and shall maintain medical staff appointment and clinical privileges as required by the Mississippi State Hospital Medical Staff Bylaws.

E. COMPENSATION

Hospital agrees to compensate Contract Worker at a rate of \$300.00 per hour for services provided in Paragraph A.

F. TERMINATION

The Contract Worker will provide the Hospital with forty-five (45) days' written notice of the intent to terminate this contract.

Contract Worker

Date