

NORTH MISSISSIPPI REGIONAL CENTER
967 Regional Center Drive; Oxford, MS 38655
662-236-1476

SECTION I: Introduction

- 1.0 **OVERVIEW:** The North Mississippi Regional Center (NMRC) provides an array of services for individuals with intellectual and developmental disabilities in the northern 23 counties of Mississippi. The mission of the NMRC is enhance the abilities and promote the independence of persons with intellectual and related developmental disabilities by providing quality care, comprehensive services and family support, with dignity and respect.

In order to provide comprehensive services in the community setting, NMRC will use the information obtained to determine which entity will be selected for contract negotiations. This Request for Proposals (RFP) will be considered an integral part of the contract and NMRC will expect the respondent to honor all representations made in its proposal to the RFP.

- 1.1 **PURPOSE:** The goal of this RFP is to establish a service contract for the provision of ID/DD Waiver Services for Behavior Support.
- 1.2 **INVITATION:** Written proposals, subject to the conditions herein stated and attached hereto, will be received at this office until Wednesday, June 8, 2016, at 2 PM CST for furnishing the services as described below for NMRC.
- 1.3 **DESCRIPTION:** The NMRC is hereby requesting proposals to the RFP as follows:

NMRC is seeking the best contract possible for the services of ID/DD Waiver Services for Behavior Support as provided by Behavior Consultants and Behavior Specialists.

Behavior Consultants must be a Licensed Psychologist, Licensed Professional Counselor, Licensed Certified Social Worker, Board Certified Behavior Analyst®, or have a Master's degree in a field related to working with individuals with intellectual and developmental disabilities who require behavior support and have at least two (2) years of documented experience conducting Functional Behavior Assessments and developing and implementing Behavior Support Plans. The Behavior Consultant must be supervised by a professional licensed clinician or person who holds certification as a Board Certified Behavior Analyst® (BCBA®) if he/she is not professionally licensed. *Note: Supervision of the Behavior Consultant will be the responsibility of the NMRC Director of Psychological and Behavioral Services.*

Behavior Specialists must have at least a Master's Degree in a field related to working with individuals with intellectual and developmental disabilities who require behavior services and have at least two (2) years of documented experience working with individuals who have intellectual and developmental disabilities. The Behavior Specialist must be Mandt certified

or hold another nationally recognized credential approved by the Mississippi State Department of Mental Health. The Behavior Specialist must be supervised/monitored by a Behavior Consultant

All documentation submitted in proposal to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of NMRC and will not be returned to the respondent.

NMRC will receive proposals to the RFP from individuals having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the position must contain evidence of the individual's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the NMRC may be included elsewhere in the solicitation. Unless otherwise stated, all respondents shall provide profiles and resumes, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the respondent's expertise in the area of the solicitation.

Travel in private vehicle is the responsibility of the Independent Contractor and will NOT be reflected in the Independent Contractor's billing.

1.4 REJECTION OF PROPOSALS

Proposals which do not conform to the requirements set forth in this RFP may be rejected by NMRC. Proposals may be rejected for reasons which include, but are not limited to, the following:

- (1) the proposal contains unauthorized amendments to the requirements of the RFP;
- (2) the proposal is conditional
- (3) the proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- (4) the proposal is received late;
- (5) the proposal is not signed,
- (6) the proposal contains false or misleading statements or references; and,
- (7) the proposal does not offer to provide all services required by the RFP.

1.5 **EVALUATION:** A selection committee shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria:

				Respondents/Points Awarded		
LIST OF EVALUATION FACTORS	DEFINITION OF FACTORS	WEIGHT OF FACTOR (percentage)	EXPLANATION OF WEIGHT ASSIGNED			
The plan for performing required services	A detailed narrative including ideas, procedures, strategies, action plans, milestones, and timelines that will be utilized to achieve the specific outcome(s) identified in the solicitation for services.	10	This is a necessary evaluation factor. However ideas, strategies and timelines are fairly fluid so the weight factor is not as great.			
Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services	A detailed narrative that demonstrates the skills, expertise, means, capability, and capacity to successfully perform the services identified in the solicitation, including certifications, demonstrated proficiency, competencies, and records of past performance of proposed staff that will be assigned to perform the services.	25	This component of the project will dictate if we receive meaningful information useful for programming. This evaluation factor gives specifics on the effectiveness of the vendor based on past performance.			
Price	Documentation of and methodology for calculation or the price formula used and the assessment of fees that will be	30	We deemed price most important, due to limited availability of funds.			

				Respondents/Points Awarded		
LIST OF EVALUATION FACTORS	DEFINITION OF FACTORS	WEIGHT OF FACTOR (percentage)	EXPLANATION OF WEIGHT ASSIGNED			
	charged to complete the services identified in the solicitation. The pricing structure should conform to the specifications contained in the solicitation.					
Certifications/ Credentials/ The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting	Licensed Psychologist, Licensed Professional Counselor, Licensed Certified Social Worker, Board Certified Behavior Analyst ®, or Master’s degree in related field	20	We deemed this as the third in importance. Certificates and credentials determine how qualified staff will be to analyze data and make meaningful recommendations.			
A record of past performance of similar work	A detailed narrative providing written evidence of successful completion of previous work that is of the same type or closely resembles the service identified in the solicitation.	10	Past work references are critical for deciding the best vendor when agency has no knowledge of service history.			
References	References from peers and previous employers	5	This is a necessary evaluation factor but references are subjective so shouldn’t be weighted too heavily.			
	TOTAL SCORE	100				

1.6 QUESTIONS AND DELIVERY

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

Jon Crawford, Business Services
North Mississippi Regional Center
967 Regional Center Drive
Oxford, MS 38655

jcrawford@nmrc.ms.gov

662-513-7689

Before Wednesday, June 1, 2016, 2:00
p.m. CST

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

Jon Crawford, Business
Services
North Mississippi Regional
Center

967 Regional Center Drive
Oxford, MS 38655

jcrawford@nmrc.ms.gov

662-513-7689

Before Wednesday, June 8,
2016, 2:00 p.m. CST

NORTH MISSISSIPPI REGIONAL CENTER
967 Regional Center Drive; Oxford, MS 38655
662-234-1476

Section II: Specifications

2.0 SPECIFICATIONS, TERMS AND CONDITIONS- ID/DD Behavior Support

2.1 GENERAL STATEMENT

North Mississippi Regional Center (referred to as “NMRC”), in order to ensure that selection procedures for ID/DD Behavior Support services for individuals follow the guidelines of Mississippi State Personnel Board and result in the best quality of care; is requesting proposals that will be used to determine qualifications and abilities of respondents. Additional information can be obtained by written request to *Jon Crawford, Business Services; North Mississippi Regional Center; Oxford, MS 38655; 662-513-7689.*

2.2 PROPOSAL ACCEPTANCE PERIOD

The original and one copy of the proposal to the RFP need to be signed and submitted in a sealed envelope or package, clearly marked “BIDFILE 2017-02 Behavior Support,” to North Mississippi Regional Center; Attn: Jon Crawford, Business Services at 967 Regional Center Drive; Oxford, MS, 38655 no later than the time and date specified for receipt of proposal. Timely submission of the proposal is the responsibility of the respondent. Proposals received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package should be marked with the proposal opening date and time, and the number of the request for proposals. The time and date of receipt will be indicated on the envelope or package by NMRC Business Services. Each page of the proposal and all attachments should be identified with the name of the respondent.

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

2.3 DETAILED MINIMUM SPECIFICATIONS

Devise a written proposal that will ensure that the selection procedure for ID/DD Waiver Behavior Support follows the guidelines of the Mississippi State Personnel Board and results in the best quality care. The written proposal should be such that it clearly and fully explains how the respondent will provide proof that respondent is licensed and certified and/or meets experience requirements.

2.4 PERIOD OF PERFORMANCE

The period of performance of this service is for fiscal year starting July 1, 2016 through June 30, 2017.

2.5 **PROPOSAL WITHDRAWAL**

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

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

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

A respondent may also withdraw a proposal, prior to the time set for the opening of proposals, by simply making a request in writing to NMRC. No explanation is required.

A respondent may also withdraw a proposal if NMRC fails to award or issue a notice of intent to award the proposal within sixty (60) days after the date fixed for the opening of proposals.

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

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

2.6 **ACCEPTANCE OF PROPOSALS**

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

2.7 **DISPOSITION OF PROPOSALS**

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

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

The release of the Request for Proposals does not constitute an acceptance of any offer, nor does such release in any way obligate NMRC to execute a contract with any other party. NMRC reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with NMRC.

2.9 **RESPONDENT'S CERTIFICATION**

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

2.10 **RESPONDENT INVESTIGATIONS**

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by NMRC upon which the respondent 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. .

2.11 **CERTIFICATES AND LICENSES**

The respondent shall provide notarized copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to NMRC no later than ten (10) days after the respondent receives the notice of award from NMRC. Current notarized copies of licenses and certificates shall be provided to NMRC within twenty-four (24) hours of demand at any time during the contract term.

2.12 **CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that NMRC 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 NMRC pursuant to the agreement, NMRC shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

2.13 **CONFIDENTIAL INFORMATION**

“Confidential Information” shall mean: (a) those materials, documents, data, and other information which the contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the State. Each party to this agreement agrees to the following:

A. To protect all confidential information provided by one party to the other;

- B. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law; and,
- C. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
- D. To do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor or its subcontractor shall rest with contractor. Disclosure of any confidential information by the contractor or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

2.14 **EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- A. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- B. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- C. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- D. Is independently developed by the recipient without any reliance on confidential information;
- E. Is or later becomes part of the public domain or may be lawfully obtained by the State or the contractor from any nonparty; or,
- F. Is disclosed with the disclosing party's prior written consent.

2.15 **DISCUSSIONS WITH RESPONSIBLE RESPONDENTS**

Discussions may be conducted with responsible respondents who submit proposals determined to be reasonably susceptible to being selected for award. The discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from competing proposals. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion. Revision of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

2.16 **AWARD**

Award shall be made to the responsible respondent whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the evaluation factors

set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

Respondents may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1.

2.17 EXCEPTIONS

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

2.18 DEBARMENT

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

2.19 DEBARMENT AND SUSPENSION

The respondent certifies to the best of its knowledge and belief that the proposed provider of ID/DD Waiver Behavior Support:

- 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.

2.20 EXPENSES INCURRED IN PREPARING PROPOSAL

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

2.21 INFORMALITIES AND IRREGULARITIES

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

2.23 LATE SUBMISSIONS

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

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. 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.

2.24 NON-CONFORMING TERMS AND CONDITIONS

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

2.25 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 NMRC and agreed to by the contractor.

2.26 PRICE ADJUSTMENT CLAUSE

Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- a. By agreement on a fixed price adjustment before commencement of the additional performance;
- b. By unit prices specified in the contract;
- c. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- d. By the price escalation clause.

Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Personal Service Contract Procurement Regulations*.

2.27 **POST-AWARD DEBRIEFING:**

General Statement

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during post-award debriefing in accordance with Section 7-112.03 of the Personal Service Contract Review Board Rules and Regulations:

- 1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
- 2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- 3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- 4) A summary of the rationale for award; and,
- 5) Reasonable proposals to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

2.28 **DEBRIEFING REQUEST**

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by NMRC within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify NMRC and identify its attorney.

2.29 **WHEN DEBRIEFING WILL BE CONDUCTED**

Unless good cause exists for delay, the debriefing will occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to NMRC.

2.30 **ADDITIONAL INFORMATION REGARDING POST-AWARD DEBRIEFING**

Additional information regarding post-award debriefing may be found in Section 7-112 of the Personal Service Contract Review Board Rules and Regulations which may be found at <http://www.mspb.ms.gov>.

NORTH MISSISSIPPI REGIONAL CENTER
967 Regional Center Drive; Oxford, MS 38655
662-234-1476

Section III: Standard Terms and Conditions

3.0 ACKNOWLEDGMENT OF AMENDMENTS

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

3.1 APPLICABLE LAW

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

3.2 AUTHORITY TO CONTRACT

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

3.3 AVAILABILITY OF FUNDS

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

3.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The respondent certifies that the prices submitted in proposal to the solicitation have 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 proposal, or the methods or factors used to calculate the prices proposed.

3.5 **COMPLIANCE WITH LAWS**

The contractor understands that NMRC 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. The contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

3.6 **E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, 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.

3.7 **E-VERIFICATION**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. 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 legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor 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;
- b. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. Both--in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

3.10 PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

3.11 RECORD RETENTION AND ACCESS TO RECORDS

Provided the contractor is given reasonable advance written notice and such inspection is made during normal business hours of the contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of the contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

3.12 REPRESENTATION REGARDING CONTINGENT FEES

The 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 the contractor's bid or proposal.

3.13 REPRESENTATION REGARDING GRATUITIES

The bidder, respondent, 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 Personal Service Contract Rules and Regulations*.

3.14 PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

3.15 STOP WORK ORDER

3.15.1 *Order to Stop Work:* The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the 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 the 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, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- a. Cancel the stop work order; or,

- b. Terminate the work covered by such order as provided in the Termination for Default Clause—or the Termination for Convenience Clause of this contract.

3.15.2 *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the 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 the contractor's properly allocable to, the performance of any part of this contract; and,
- b. The contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

3.16 **TERMINATION FOR CONVENIENCE CLAUSE**

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

3.17 **TERMINATION FOR DEFAULT CLAUSE**

- A. *Default.* If the 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 procurement officer may notify the contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. The 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, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the 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 the contractor such sums as the procurement officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, the 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 the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the procurement officer 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, the 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 the contractor to meet the contract requirements. Upon request of the contractor, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the 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 the 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.

3.18 **WAIVER**

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

3.19 **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.

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

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

3.21 **PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of Contractor's choice. The State may, at its sole

discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of the Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**NORTH MISSISSIPPI REGIONAL CENTER
967 Regional Center Drive; Oxrod, MS 38655
662-234-1476**

Section IV: Standard Contract Form

ID/DD Waiver Behavior Support Services

The ID/DD Waiver Behavior Support Services Agreement hereinafter referred to as the Agreement, by and between RESPONDENT hereinafter referred to as “RESPONDENT,” and North Mississippi Regional Center, referred to as “NMRC.”

PURPOSE

North Mississippi Regional Center, in order to provide community behavior support services desires to hire a qualified entity to provide IDD Waiver Behavior Support Services within the NMRC’s catchment area of the northern 23 counties of Mississippi.

4.1 TERM

The term of this Agreement shall be for the period of one year beginning July 1, 2016 and ending June 30, 2017. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

4.2 SCOPE OF WORK

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

4.3 CHANGES IN THE LAW

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

4.4 LICENSURE AND ACCREDITATION

RESPONDENT will provide proof of all licensures and certifications according to the requirements in Addendum A. RESPONDENT agrees to maintain such licensures and certifications during the term of this Agreement. RESPONDENT will immediately notify NMRC of any licensing status changes.

4.5 COMPLIANCE WITH REGULATORY AGENCIES

Both NMRC and RESPONDENT agree to comply with all applicable regulatory agencies including, but not limited to Mississippi Department of Health and Mississippi Division of Medicaid, and each party shall administer compliance policies throughout their respective organizations to ensure that such compliance abides all applicable laws.

4.6 **INDEMNIFICATION**

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

4.7 **ANTI-ASSIGNMENT/SUBCONTRACTING**

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

4.9 **APPLICABLE LAW**

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

4.10 **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 www.mspb.ms.gov.

4.11 **COMPLIANCE WITH THE LAWS**

The contractor understands that NMRC 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. The 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.

4.12 **STOP WORK ORDER**

Order to Stop Work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the 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 the 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, the 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:

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.

Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the 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 the contractor's properly allocable to, the performance of any part of this contract; and, (b) The contractor asserts a claim for such an adjustment within thirty (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.

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.

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.

4.13 **AMENDMENTS**

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

4.14 **LEGAL NOTICES**

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

For the contractor: *name, title, contractor, address*

For the NMRC: Jon Crawford, Business Services
967 Regional Center Drive; Oxford, MS 38655

4.15 TERMINATION FOR CONVENIENCE

The procurement officer may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The procurement officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

4.16 CONFIDENTIAL INFORMATION

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

4.17 TERMINATION FOR DEFAULT

(1) Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provision, or commits any other substantial breach of this contract, the Procurement Officer of NMRC may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Office, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any

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

(5) **Erroneous Termination for Default.** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

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

4.18 **RECORD RETENTION**

For a period of four (4) years after the furnishing of the services as stated in this Agreement, both NMRC and RESPONDENT shall make available, upon written request by the Secretary of Health and Human Services or upon request by the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of NMRC and RESPONDENT that are necessary to certify the nature and extent of the cost under the Agreement, and, if NMRC or RESPONDENT carries out any of their duties under this Agreement through a subcontract, with a value or cost of \$10,000.00 or more over a twelve-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available upon written request by the Secretary of Health and Human Services, or upon representatives, the subcontract, books, documents, and records or such organization that are necessary to verify the nature and extent of such costs.

4.19 **AVAILABILITY OF FUNDS** It is expressly understood and agreed that the obligation of the State to proceed under the agreement is conditioned upon the appropriation of funds

by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the hospital, 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.

4.20 REPRESENTATION REGARDING CONTINGENT FEES

The RESPONDENT represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except as disclosed in a written attachment to this agreement.

4.22 E-VERIFICATION

RESPONDENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. 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 RESPONDENT 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 RESPONDENT by and 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, RESPONDENT would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.”.

4.23 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 7-204 (Gratuities) of the *Mississippi Personal Service Contract Rules and Regulations*.

4.24 FALSE CLAIMS ACT

The False Claims Act allows people, whether affiliated with the government or not, to file actions against federal contractors claiming fraud against the government. The act of filing such actions is informally called “whistleblowing”. Persons filing under the Act stand to receive a portion (usually about 15-25 percent) of any recovered damages. The act provides a legal tool to counteract fraudulent billings turned in to the Federal Government.

Claims under the law have been filed by persons with insider knowledge of false claims which have typically involved health care, military, or other government spending programs.

The Department of Mental Health and its twelve residential facilities actively encourage persons with knowledge of fraudulent claims to report it. The False Claims Act gives a person reporting such fraud certain rights and protections, among which is protection from adverse action by the employer for reporting such fraud. In the case of Medicaid fraud – 1-800-880-5920 is the Fraud and Abuse Hotline for the Bureau of Program Integrity at the Mississippi Division of Medicaid. Fraudulent Medicaid claims would include, but not be limited to:

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

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

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

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

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

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

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

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

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

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

4.26 **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 NMRC and agreed to by the contractor.

4.27 **ATTORNEY'S FEES AND EXPENSES**

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs for legal action to Contractor.

4.28 **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, Contractor shall notify NMRC 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 NMRC determines it to be in its best interest to terminate the agreement.

4.29 THIRD PARTY ACTION NOTIFICATION

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

4.30 UNSATISFACTORY WORK

If at any time during the contract term, the service performed or work done by Contractor is considered by NMRC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by NMRC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, NMRC shall have the right to order the correction of deficiency by separate contract or with its own resources at the expense of Contractor.

4.31 WAIVER

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

4.32 APPROVAL

It is understood that the Contract is void and no payment shall be made in the event that the Personal Services Contract Review Board does not approve this contract.

4.33 FAILURE TO ENFORCE

Failure by NMRC 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 NMRC to enforce any provision at any time in accordance with its terms.

4.34 HIPAA

The parties specifically agree to take such action as is necessary to implement the requirements of Sections 1173 and 1175 of the Social Security Act, otherwise referred to

as the Health Insurance Portability and Accountability Act of 1996, (hereinafter referred to as “HIPAA”); the regulations promulgated under HIPAA by the United States Department of Health and Human Services (hereinafter referred to as “HIPAA regulations”) which are codified at 145 C.F.R. § 160 and §164; and other applicable laws relating to the security and confidentiality of protected health information.

4.35 **AUTHORITY TO CONTRACT**

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

**NORTH MISSISSIPPI REGIONAL CENTER
967 Regional Center Drive; Oxford, MS 38655
662-234-1476**

Section V: Respondent Certifications

5.0 RESPONDENT'S CERTIFICATION

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

Respondent's Signature

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

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

Respondent's Signature

ADDENDUM A

STATEMENT OF WORK North Mississippi Regional Center

NAME: _____

Provision of ID/DD Waiver Services for Behavior Support by a qualified Behavior Support Consultant and qualified Behavior Support Specialists includes the following services:

Behavior Consultants:

1. Provide consultation as part of the Functional Behavior Assessment
2. Conduct Functional Behavior Assessment
3. Develop Behavior Support Plan
4. Implement the Behavior Support Plan to the degree determined necessary
5. Train the Behavior Specialist and/or staff and other caregivers in the implementation of the Behavior Support Plan.
6. Monitor and review data submitted by the Behavior Specialist to determine progress toward successful implementation of the Behavior Support Plan
7. Submit documentation to the Behavior Services Oversight Team regarding implementation of the Behavior Support Plan at intervals established in the Behavior Support Plan

Behavior Specialists:

1. Participate in the development of the Behavior Support Plan with the Behavior Consultant
2. Implement the Behavior Support Plan
3. Collect and analyze data for the effectiveness of the Behavior Support Plan
4. Monitor fidelity of implementation of the Behavior Support Plan and reliability of the data
5. Adjust or revise the strategies identified in the Behavior Support Plan as approved by the Behavior Consultant
6. Provide face-to-face training on the Behavior Support Plan and implementation strategies to staff and other caregivers. This shall include training for meals, hygiene, and/or community activities, and evenings and weekends noted in the behavior support plan as particularly challenging.
7. Monitor program staff and other caregivers on the implementation of the Behavior Support Plan
8. Submit documentation to the Behavior Consultant as specified in the Behavior Support Plan which documents progress toward successful implementation of the Behavior Support Plan

Additional responsibilities include:

- Making available blocks of time to perform behavior observations, Functional Behavior Assessments, development of behavior support plans, and training for all Behavior Support Services requested through the ID/DD Waiver Service Authorization.
- Personally conducting and/or providing supervision for members of his/her Company who have been assigned to conduct behavior assessments of the designated clients.
- Providing, to the Agency Representative, a written report for each Client evaluated.
- Providing services in a timely manner as delineated by the ID/DD Waiver Service Contract.
- Providing consultation and training to families and staff working with referred individuals.
- Providing training on various topics for which the Independent Contractor has expertise as requested by the North Mississippi Regional Center's Staff Development Department.

ID/DD Waiver **Behavior Specialists** must have at least a Master's Degree in a field related to working with individuals with intellectual and developmental disabilities who require behavior services and have at least two (2) years of documented experience working with individuals who have intellectual and developmental disabilities. The Behavior Specialist must be Mandt certified or hold another nationally recognized credential approved by DMH. The Behavior Specialist must be supervised/monitored by a Behavior Consultant

ID/DD Waiver **Behavior Consultants** must be a Licensed Psychologist, Licensed Professional Counselor, Licensed Certified Social Worker, Board Certified Behavior Analyst®, or have a Master's degree in a field related to working with individuals with intellectual and developmental disabilities who require behavior support and have at least two (2) years of documented experience conducting Functional Behavior Assessments and developing and implementing Behavior Support Plans. The Behavior Consultant must be Mandt certified or hold another nationally recognized credential approved by DMH. The Behavior Consultant must be supervised by a professional licensed clinician or person who holds certification as a Board Certified Behavior Analyst® (BCBA®) if he/she is not professionally licensed. *Note: Supervision of the Behavior Consultant will be the responsibility of the NMRC Director of Psychological and Behavioral Services.*

See the *Mississippi Department of Mental Health 2014 Operational Standards for Mental Health, Intellectual/Developmental Disabilities, and Substance Abuse Community Service Providers* at www.dmh.ms.gov for additional information regarding service requirements and qualifications for staff.

NOTE: Travel in private vehicle is the responsibility of the Independent Contractor and will NOT be reflected in the Independent Contractor's billing. Number of billable hours is dependent on requests for services approved through the IDD Waiver.

