

**REQUEST FOR SEALED PROPOSALS: MISSISSIPPI STATE HOSPITAL
ISSUE DATE: August 7, 2015**

TO PROVIDE: Professional Inpatient Psychiatric Care & Medical Care Services: (File 09.09.2015.422)

CLOSING LOCATION

**Mississippi State Hospital
Purchasing Department - Building 93
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193**

RFP COORDINATOR/CONTACT

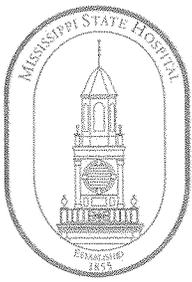
**H.L. Lockhart/Purchasing Chief
Telephone: (601) 351-8056
Fax: (601) 351-8034
E-Mail: Lockhhl@msh.state.ms.us**

TECHNICAL & CLINICAL CONTACTS

**Dr. Duncan Stone (Clinical) - (601) 351-8066/stonedu@msh.state.ms.us
Gene Amason (Technical) - (601) 351-8596/gene.amason@msh.state.ms.us**

CLOSING DATE & TIME

**A complete copy of your initial proposal must be received by 3:00 P.M. CST on 9/9/2015
A complete copy of your final proposal must be received by 3:00 P.M. CST on 9/16/2015, if required
NOTE TO OFFERORS: CREDENTIALING COMMITTEE INTERVIEWS TO BE CONDUCTED SEPTEMBER 10TH & 11TH, 2015**



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

MISSISSIPPI STATE HOSPITAL
3550 HWY 468 WEST/P.O. BOX 157A
WHITFIELD, MS 39193
August 7, 2015

SECTION I – INFORMATION FOR OFFERORS: BID FILE 09.09.2015.422

1. In accordance with the rules and regulations of the Mississippi Personal Service Contract Review Board (MPSCRB) (a copy of which is available at 210 East Capitol Street – Suite 800, Jackson, MS, 39201 for inspection, or downloadable at www.mspb.ms.gov.) Mississippi State Hospital (MSH) will receive sealed proposals for the professional psychiatric care and family medicine or internal medicine services described in the following specifications for MSH. Contractor shall understand that any eventual contract, resulting from this Request for Proposal, shall be governed by the above referenced MPSCRB rules and regulations.
2. **Sealed initial proposals must be received not later than 3:00 P.M., Wednesday, September 9, 2015 and final proposals (if required) must be received not later than 3:00 P.M., Wednesday, September 16, 2015** at Mississippi State Hospital, Building 93 Central Warehouse, P.O. Box 1, 3550 Hwy 468 West, Whitfield, Mississippi 39193. The proposal package must be delivered at the offeror's expense. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State of Mississippi personnel directly serving Mississippi State Hospital.
3. Opportunities for an on-site visit at Mississippi State Hospital to discuss proposal specifications and inspect work sites, products, services or equipment will be allowed. Arrangements for the on-site visit may be made by contacting H.L. Lockhart, Purchasing Chief, Mississippi State Hospital, P.O. Box 1, 3550 Hwy 468 West, Whitfield, Mississippi 39193 at (601) 351-8056. Offerors should submit **Exhibit – A**, receipt confirmation form by 5:00 P.M., **September 2, 2015**.
4. The **term of the contract** shall be for a period of four **(4) years with** the option to renew for one (1) additional year for a total of five (5) years, for the services as specified in this request for sealed proposals. The estimated start date for this contract will be **November 1, 2015 and the end date will be October 31, 2020**.

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

5. It is our intent to procure professional psychiatric care and family medicine or internal medicine services, for MSH, for the types and quantities listed in this request for sealed proposals, however quantities may be increased or decreased accordingly if the needs of MSH require such a change. Contract awards shall be a requirement contract as defined by paragraph 3-501.05.3 of the Mississippi Personal Service Contract Procurement Regulations and therefore quantities of MSH service requirements will be considered indefinite, no specific quantity of services are guaranteed.
Any quantities that are included in the scope of work reflect the current expectations of MSH for the period of the contract. The amount is only an estimate and offeror understands and agrees that MSH is under no obligation to the offeror to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The offeror further understands and agrees that MSH may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
6. Failure to examine any drawings, specifications, and instructions will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications. All **final questions** and any request for clarifications shall be in writing and shall be submitted to our purchasing office at least five (5) days prior to the time and date set for the proposal opening.
7. If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the MSH Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the MSH Purchasing Office at (601) 351-8056.
8. It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify Mississippi State Hospital if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the proposal invitation or proposal procedures must be received in the Mississippi State Hospital Purchasing Office not less than five (5) days prior to the time and date set for the proposal opening.
9. The minimum specifications stated herein are used to set a standard and in no case are used with the intention to discriminate against any prospective offeror. Offerors should submit detailed descriptions, manufacturer names models and literature of the product and services they propose to furnish.

10. Questions or problems arising from proposal procedures or subsequent order and delivery of services procedures should be directed to H.L. Lockhart, Purchasing Chief, Mississippi State Hospital, P.O. Box 1, Whitfield, MS 39193, (601) 351-8056.
11. Only one proposal, per line item, per offeror. This means that only a single proposal will be accepted from each offeror for each line item requested. Alternate proposals unless specifically requested will not be considered.
12. **Award criteria.** Award will be a multiple provider award, for **three (3)** psychiatrists and **two (2)** family medicine physicians or internal medicine physicians, made based on the highest and best rating scores obtained from the designated rating criteria listed in this RFP. MSH shall give preference to in state offerors as allowed by Mississippi State Code 31-7-47.
13. Prices quoted shall be fixed and firm pricing. Offeror will be allowed to increase pricing annually on the contract anniversary date based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the US Bureau of Labor Statistics showing February data for that same year, not to exceed 3%. Contractor shall provide at least a sixty (60) day advance notice of any intended price increase. MSH reserves the right to reject any price increase and terminate without cost the future performance of the contract.
14. Invoices are to be billed to Mississippi State Hospital, P.O. Box 1, Whitfield, MS 39193, Attn: Accounts Payable.
15. No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the final closing time specified will not be considered.
16. No proposal addendum will be issued within a period of five (5) working days prior to the time and date set for the initial proposal opening. Should it become necessary to issue an amendment within the five day period prior to the proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the addendum.
17. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for an unspecified price increase, that vendor shall be removed from our offeror's list for a period of no less than twenty four (24) months.
18. The offeror understands that MDMHF are equal opportunity employers and therefore, maintain a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and offeror agrees during the term of the agreement that the offeror will strictly adhere to this policy in its employment practices and provision of services. Offeror 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.

19. It is expressly understood and agreed that the obligation of the State to proceed under any eventual 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 anytime, 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 state, the state shall have the right upon ten (10) days written notice to the vendor, 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.
20. Mississippi State Hospital reserves the right to reject any and all proposals in whole or in part and unless otherwise specified by the offerors, to award services, parts of services or by any group of services on the proposal. MSH also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MSH. Also the right is reserved to waiver minor informalities which do not affect the price, quality, delivery, or performance time of the services being procured. If the offeror fails to state the time within which proposal must be accepted, it is understood and agreed that Mississippi State Hospital shall have sixty (60) days to accept.
21. It is the intent of Mississippi State Hospital to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and construction details along with proposal for evaluation and approval where applicable.
22. All products and services proposal must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best clinical practices are to prevail and that only first quality services, materials and workmanship are to be used.
23. Proposal openings will be conducted open to the public. However, they will serve only to open the proposals. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the proposal opening. All offerors are invited and encouraged to attend the proposal opening to review the submitted proposals. After the close of the proposal opening meeting and prior to award, the proposals will be considered to be in the evaluation process and will not be available for review by offerors. Non-participants will be prohibited from obtaining any information relative to the proposal until after the official award has been made.
24. The successful vendor will ensure that any written material prepared, after award, by the vendor in response to the requirements of this solicitation shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MSH Project Officer, and shall be

submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful vendor. MSH may waive requirements if it is determined to be in the best interest of Mississippi State Hospital. This clause applies to reports and any written document submitted by the successful vendor(s) after a contract has been awarded and not prior to a proposal being submitted or as part of a proposal submission.

25. The successful vendor shall irrevocably transfer, assign, set over, and convey to Mississippi State Hospital all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to any contract awarded as result of this proposal invitation. The vendor further agrees to execute such documents as MSH may request to effect such transfer or assignment. Further the vendor agrees that the rights granted to MSH by this paragraph are irrevocable. The vendor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph. MSH may waive this requirement if it is determined to be in the best interest of the hospital.
26. The successful vendor will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment or furniture covered by any eventual agreement, to a destination designated by the owner at no cost to MSH.
27. The successful vendor must without limiting its obligations or liabilities, provide and maintain throughout the contract term, Professional Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence and \$3,000,000.00 aggregate. The contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an insurance company authorized to do business in Mississippi. The vendor must provide a Certificate of Insurance within **five (5) working days** after notice of MSH intent to award a contract. Contractor shall understand that if it is determined they would be classified as a MSH contract worker, they would be exempt from providing the aforementioned Professional Liability Insurance and that MSH would provide the contract worker's malpractice insurance in amount to be determined/agreed upon by MSH and the contractor. Vendor shall also maintain in effect throughout the contract period, worker's compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi covering all persons performing work under this contract unless successful contractor is determined to be exempt from this requirement as a MSH contract worker, in which case MSH will be responsible for providing workers compensation coverage. The vendor shall be prepared to provide evidence of required insurance upon request by MSH at any during the contract period and it is the vendor's responsibility to maintain, and provide to MSH as needed, a current insurance certificate during the entire contract period except when exempt as a contract worker.

28. The Mississippi State Hospital accepts no responsibility for any expenses incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
29. The offeror should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures and be subject to Mississippi Code Annotated 25-61-9 and 79-23-1.
30. Offerors 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 the Mississippi State Hospital by the time and at the place specified for receipt of proposals.
31. Change To Request for Proposal. Prospective Offerors shall not change or alter this request for proposal in any way. Award will be based on acceptance of this invitation in its entirety and vendor shall respond solely utilizing this RFP document as required.
32. Negotiation Delay. If a written agreement cannot be negotiated within thirty (30) days of notification of the successful offeror(s), MSH may at its sole discretion at any time thereafter, terminate negotiations with that offeror and either negotiate a contract with the next qualified offeror or choose to terminate the RFP process and not enter into a contract with any of the offerors.
33. The vendor agrees that submission of a signed proposal form is certification that the vendor will accept an award made to it as a result of the submission.
34. Before submitting a proposal, each offeror 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 MSH upon which the offeror will rely. If the offeror receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the offeror 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 be accepted as a basis for any claim whatsoever by the contract for additional compensation.
35. Taxes. Mississippi State Hospital is exempt from federal excise taxes and state and local sales or use taxes and offerors must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractors, if applicable, making improvement to, additions to or repair work on real property on behalf of Mississippi State Hospital are liable for any applicable sales or use taxes on purchase of tangible personal property for use in connection with eventual contract. Contractors are likewise liable for any applicable use tax on personal property furnished to them by MSH for use in connection with their contracts. Contractors shall be liable for all personal property taxes

that become due as a result of any awarded contract related to this Request for Proposal.

36. Tie Proposals. Low tie proposals shall be awarded as specified in paragraph 3-202.14 of the State of Mississippi Personal Service Contract Procurement Regulations.
37. Mistakes in Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 3-202.12 of the State of Mississippi Personal Service Contract Procurement Regulations.
38. Proposal modification and withdrawal. Proposals may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for proposal opening.
39. Late Proposals. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving Mississippi State Hospital. Offerors submitting late proposals which shall not be considered for award shall be so notified as practicable.
40. All vendors shall sign and return the Certifications and Assurances Form, **Exhibit – B** and the Acknowledgement and Authorization Form, **Exhibit – C**.
41. Any protest by a responsive Offeror must be timely and in conformance with Mississippi Personal Service Contract Review Board regulations. The protest period for responsive Offerors shall begin on the day following the issuance of the notice of intent to award contract and end 5:00 P.M. on the seventh day following issuance of the notice. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest, including appropriate supporting exhibits, and it must specify the ruling requested from MSH. The protest must be delivered to the MSH RFP coordinator. Protests received after the deadline will not be accepted.
42. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices, if applicable, and supporting documentation, if applicable, at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Please see **Exhibit –D** for applicable rules and the signature page which must be signed and returned with your proposal. If it is determined that that the contractor is defined as a contract worker, they shall alternatively participate in a direct deposit program calling for payment through the Mississippi Statewide Payroll & Human Resource System (SPAHRs) system and processed by the MSH Payroll Office.

43. Offeror shall understand that Mississippi State Hospital became a tobacco-free facility, effective June 30, 2008. The use of tobacco products by patients, residents (admitted after March 1, 2008), employees, visitors, vendors, and contractual staff is prohibited.
44. If applicable, Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). 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. Offeror agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Offeror agrees to provide a copy of each verification. Offeror further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject the Offeror to the following: (a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Offeror 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, Offeror 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.
45. The contract may be cancelled by MSH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low offeror, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to MSH for cost to MSH in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
46. Recognized Holidays. MSH shall only pay holiday rates for the following major holidays, if determined by MSH to be applicable to this contract: Christmas Day (December 25th), Thanksgiving Day (Fourth Thursday in November), and New Years Day (January 1st), Independence Day (July 4th). No other holidays will be paid at the vendor's holiday rate to include any additional days as may be declared by the Governor of Mississippi or the President of the United States of America.
47. The contract shall be governed by and construed in accordance with laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

48. The MDMHF Director or designated Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the Vendor 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 Vendor, 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 Vendor 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 MDMHF Director or Procurement Officer shall either:
- A. Order to Stop Work.
 - (1.) cancel the stop work order; or
 - (2.) terminate the work covered by such order as provided in the 'Termination for Default Clause' (paragraph 13) or the 'Termination for Convenience Clause' (paragraph 12) 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, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor 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 the Vendor's cost properly allocable to, the performance of any part of this contract; and
 - (2) the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MDMHF Director or 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. 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. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (paragraph 28) of this contract.
49. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDMHF 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. Miss. Code Ann. § 31-7-305 (1972, as amended).
50. The eventual contract awarded as a result of this RFP must be approved by the Mississippi State Board of Mental Health and the Mississippi Personal Services Contract Review Board.
51. Offerors shall be registered with the Mississippi Secretary of State's Office as a Business

Provider in good standing to provide services in the State of Mississippi.

52. In accordance with MPSCRB regulation 7-112 Offerors may request, in writing, a post-award debriefing. The request for the debriefing must be received by MSH within three (3) business days of notification of the contract award. Offerors, minimally, shall receive information as specified in MPSCRB regulation 7-112.03, during scheduled debriefings.
53. Offerors must register as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of a proposal. Offerors are required to submit a proposal, on line, through Magic and also submit a paper copy of their proposal directly to MSH. Offerors may go on line at mash.dfa.state.ms.us or call (601) 359-1343 for assistance with registering in Magic or submitting a proposal through the Magic system.
54. 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 Offeror 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.
55. Offerors are responsible for contacting the RFP technical contact, Gene Amason, to obtain all necessary additional documents, including the medical staff application, to be submitted with Offeror's proposal or prior to the date and time established for receipt of initial proposals. You can reach Mr. Amason at (601) 351-8596 or by email at gene.amason@msh.state.ms.us.

2.0 PURPOSE

Mississippi State Hospital is requesting proposals for the provision of inpatient psychiatric care and family medicine or internal medicine services at the main campus located in Whitfield, Mississippi. MSH seeks to contract with 3 psychiatric providers and 2 family medicine or internal medicine providers to provide professional medical services to all on-campus divisions. Services sought must meet all applicable regulations and standards. MSH intends to select a provider who has the proven experience and expertise to perform the services described in this RFP and shows the potential to be able to duplicate a high level of performance, within our allocated budget, for all required services.

3.0 BACKGROUND AND DEMOGRAPHICS SCOPE OF SERVICES

- 3.1 Mississippi State Hospital 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.
- 3.2 MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. It includes over 130 buildings including staff residences. Patients are housed in approximately 22 buildings on the MSH campus.
- 3.3 MSH is licensed for 1329 beds. These are subdivided as follows:

DIVISION	LICENSED BEDS
Nursing Home	388
Child and Adolescent Psychiatric Treatment (OCC)	60
Acute Care/Psychiatric (WMSH)	32
Adult Psychiatric Care (MSH)	849

- 3.4 Past and projected daily census:

DIVISION	FY2012	FY2013	FY2014	FY2015*
WMSH	7	6	4	6
JNH	392	392	364	375
OCC	35	35	28	36
MSH	376	376	330	360
TOTALS:	810	809	726	777

NOTE: * = Projected average daily census for FY2015.

- 3.5 All service divisions are accredited by the JC.
- 3.6 Whitfield Medical Surgical Hospital (WMSH) is a separately licensed and accredited general hospital, which serves the acute medical care needs of MSH as well as other institutions in the Mississippi Department of Mental Health.
- 3.7 Jaquith Nursing Home (JNH) is currently composed of 9 buildings housing approximately 379 residents. JNH is fully licensed by the Mississippi Department of Health (MDH), Division of Licensure and Certification, and certified by Centers for Medicare and Medicaid Services (CMS) for participation in the State Medicaid Program.
- 3.8 Oak Circle Center (OCC) is a separately licensed and accredited child and adolescent psychiatric treatment center.
- 3.9 The remaining buildings are psychiatric service buildings and are separately licensed.

4.0 BUILDING BED BREAKDOWN

BUILDING	LIC/ACTIVE	CHANGES	REG./STANDARD
28	40/40		JC/CMS/STATE
29	41/41		JC/CMS/STATE
31	59/59		JC/CMS/STATE
33	45/43		JC/CMS/STATE
34	45/43		JC/CMS/STATE
40	44/44		JC/CMS/STATE
41	44/0		JC/CMS/STATE
46	36/0	CLOSED	JC/CMS/STATE
48	27/27		JC/CMS/STATE
69	27/24		JC/CMS/STATE
78	60/58		JC/CMS/STATE
TOTAL JNH	388/379		

BUILDING	LIC./ACTIVE	CHANGES	REG./STANDARD
60	32/21		JC/STATE
TOTAL WMSH	32/21		

BUILDING	LIC./ACTIVE	CHANGES	REG./STANDARD
23	60/60		JC/STATE/CHILD NUTRITION PROGRAM
TOTAL OCC	60/60		
BUILDING	LIC./ACTIVE	CHANGES	REG./STANDARD
36	58/24		JC/STATE
39 (46)	95/25		JC/STATE
43	84/35		JC/STATE
45 (90)	40/40		JC/STATE
49	70/0		JC/STATE
63	134/79		JC/STATE
81	42/37		JC/STATE
83 (203W4)	51/8		JC/STATE
84	50/43		JC/STATE
87	40/29		JC/STATE
90	85/0	CLOSED	JC/STATE
201	50/50		JC/STATE
203	50/25		JC/STATE
TOTAL	849/395		

GRAND TOTAL: 1329/855

NOTES: (1) The difference between remaining MSH actual licensed Psychiatric beds and the above totals is accounted for in beds on closed buildings and beds not currently staffed or equipped for appropriate patient care.

5.0 DEFINITIONS

- 5.1 RFP – Means request for proposal.
- 5.2 Vendor/Contractor/Offeror – Means physician responding to the request for proposal or intending to respond to the Request For Proposal.
- 5.3 MSH – Means Mississippi State Hospital and all on-site divisions.
- 5.4 JNH – Means Jaquith Nursing Home, a division of Mississippi State Hospital.
- 5.5 MDH – Means Mississippi Department of Health.
- 5.6 MDMH – Means Mississippi Department of Mental Health.
- 5.7 OCC – Means Oak Circle Center, a division of Mississippi State Hospital.
- 5.8 WMSH – Means Whitfield Medical Surgical Hospital, a division of Mississippi State Hospital.
- 5.9 JC – Means The Joint Commission.

6.0 SPECIFICATIONS/SERVICE REQUIREMENTS

SEE EXHIBITS E & F FOR JOB SERVICE REQUIREMENTS

- 6.1 Billing
 - 6.1.1 Only those hours actually worked shall be billed. Contractor shall utilize the MSH Kronos timekeeping system as the primary means of tracking time worked and to facilitate payment due.
 - 6.1.2 Offeror shall submit a monthly invoice to MSH within three (3) days after the end of each month for any work time not captured in Kronos.
 - 6.1.3 Offeror shall submit a final invoice for the MSH Fiscal year by August 10th each year for any work time not captured in Kronos.
 - 6.1.4 Each invoice and/or accompanying documentation shall show a breakdown by hours worked and date.
 - 6.1.5 Offeror shall maintain documentation to support invoice amounts.

6.2 Resources To Be Provided By MSH

- 6.2.1 Housing, during working hours, for the family medicine or internal medicine physician, as equipped and ready to occupy. Applicable fixtures and equipment shall be maintained in a manner that is acceptable to any governmental supervising agent. Any replacement of equipment that wears out as the result of normal wear will be provided by MSH.
- 6.2.2 Pest control
- 6.2.3 Maintenance, repair, and replacement of existing equipment owned by MSH
- 6.2.4 All utilities, even during period of service interruptions such as during bad weather, facility damage, renovation and construction
- 6.2.5 Local phone service/Long Distance telephone service/fax, computer lines
- 6.2.6 Building preventative maintenance and repair inside and outside to include painting
- 6.2.7 Building and/or facilities renovations to accommodate changes directed by MSH
- 6.2.8 Maintenance of grounds
- 6.2.9 Maintenance and replacement of lighting
- 6.2.10 Cleaning of housing residence to include bathrooms, kitchen, counters, walls, draperies, blinds, windows, tables, chairs and floors
- 6.2.11 Garbage and trash removal to include needed trash can for physician housing

6.3 Resources To Be Provided By Offeror

- 6.3.1 Maintenance, repairs, and replacement of equipment owned by the Offeror
- 6.26.7 Repair, replacement and/or payment for damage to MSH property caused by Offeror negligence

6.4 Training/Qualifications

- 6.4.1 Offeror will be given orientation to MSH by MSH Staff within the first week of employment on the MSH campus.
- 6.4.2 Contract employees must successfully complete the MSH Contract Employee Orientation prior to the beginning of the first assigned shift in any MSH Division.

6.4.3 Contractor must meet all requirements for employment, including but not limited to, pre-employment drug screen and criminal background checks.

6.5 Criteria for Termination of Contract/Amendment

6.5.1 If identified problems with contract compliance are not corrected to the full satisfaction of MSH within forty five (45) days of written notice to the Offeror; the contract may be canceled.

6.5.2 The contract may be **terminated upon 45 days notice** by either party for cause.

6.5.3 The contract may be terminated, by MSH, at the end of any fiscal year due to the lack of funding.

6.5.4 Upon expiration or termination of contract, Offeror shall surrender peaceable possession of the premises and all property of every kind furnished by MSH in as good an order as when received, taking into consideration normal wear and tear and depreciation.

6.5.5 In the event a contractor other than the incumbent contractor is selected, the disposition of all equipment or furniture belonging to the incumbent will be scheduled and arranged in such manner as to ensure continuity of service operations and prevent any disruption of services.

6.5.6 The contract may be amended by mutual agreement by both parties to accommodate any needed changes.

6.6 Communication and Computer Access

6.6.1 MSH will provide modem quality line through the MSH telephone switch for external electronic communication and connectivity. Electronic communication between MSH and Offeror shall be achieved with MSH's e-mail provider and Offeror's e-mail provider.

6.6.2 MSH shall provide computers, printers, software, and any other hardware/software necessary for connection and communication (e-mail, time, reports, etc.) to the Offeror's home office.

6.6.3 Offeror and Hospital understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via Virtual Private Network (VPN) or using a web-based encrypted support method that is initiated from within the State network. If remote access is required at any time during the life of this agreement, Offeror and Hospital agree to implement/maintain a VPN or utilize a web-based encrypted support method that is initiated from within the State network for this connectivity. The VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall,

etc.) on the State's premises. Offeror agrees that it must, at its expense, implement/maintain a compatible equipment/software solution to terminate the specified VPN on the Offeror's premises or utilize a web-based encrypted support method that is initiated from within the State's network.

6.6.4 If at any time connectivity needs to be initiated by the Offeror, a VPN must be utilized. The web-based encrypted support method should not be used as a substitute for permanent LAN-TOLAN VPN solution. If the web-based encrypted support method is utilized, it is understood that each session should only be established as needed for individual problems and supervised by Hospital personnel. At such time that Hospital personnel are unavailable to monitor the support session, said session must be terminated.

6.6.5 The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new VPN protocol and architecture standard and require Offeror to comply with same (if using an IPSEC/ESP-based VPN), in the event the industry introduces a more secure, robust protocol/architecture and/or there is a change in the manufacturer engaged.

6.7 How and When To Submit Pricing

6.7.1 Offeror shall submit pricing as part of the initial proposal due on **September 9, 2015** and also as part of the final proposal, if applicable, due on **September 16, 2015**. Please submit pricing on the form provided as **Exhibit – G**.

6.7.2 Offeror shall submit pricing by the hourly rate to be charged for services.

6.7.3 Offeror shall understand that all pricing must be fixed and firm for the term of the contract and that price increases shall only be allowed as specified in section I, paragraph 12.

6.8 Proposal Format

6.8.1 All proposals shall be submitted in response to this RFP must be in writing.

6.8.2 Offerors must submit one (1) copies of the proposal in a sealed envelope or other sealable mailing container with offeror's name and address on outside of the sealed envelope. Offer must also write the time of the opening (3:00 P.M.), date of the proposal initial opening date, **(September 9, 2015)** for initial proposals or final opening date, **(September 16, 2015)** for final proposals, if required by MSH, and the proposal file number **09.09.2015.422**, and the proposal title (Inpatient Psychiatric Care and Medical Services) on the outside lower left corner of the mailing envelope. At least one copy of the proposal must contain original signatures; that copy must be clearly marked or differentiated from the other

copies of the proposal. This original copy will be incorporated, by reference, in any contract resulting from this RFP.

- 6.8.3 Offeror shall submit proposal copies in individual binders which contain subject divider tabs for each required section and pages shall be numbered with a matching contents page to allow easy location of all subject matter.
- 6.8.4 Offeror shall submit proposed pricing on the procurement schedule page provided as **Exhibit – G**.
- 6.8.5 Offeror shall utilize the following response format for submitted proposals:
- Offeror must provide a title page showing RFP number, offeror's name and address, telephone number, principal place of business, and name of Offeror's primary contact person.
 - A cover letter of introduction signed by the person or person(s) authorized to sign on behalf of, and bind the Offeror to, statements made in the proposal.
 - Table of contents.
 - A detailed plan detailing how the services will be provided. Plan shall include discussion of any company expansion that would be required to provide required services if applicable.
 - Offeror must describe successful experience in providing the medical services requested. This should include documentation of successful medical practice experience in a public sector facility environment, similar in size and scope to those required in this RFP over the most recent ten (10) year period (State the number of years).
 - Offeror shall provide references for at least three (3) projects similar in size and scope to the project, described in this RFP, which are within the most recent ten (10) year period. The reference information shall include the name and telephone number of the person most familiar with the Offeror's performance under the cited contract.
 - Offeror shall state the age of their practice and the average number of employees (if applicable) over the most recent 5 year period.
 - Offeror shall complete and provide the **MSH medical staff application and related forms unless they already have these documents on file at MSH**, citing abilities, qualifications and experience.
 - Offeror shall also include a brief resume of experience of key members of the Offeror's company (if applicable) to include information about work performed with government/state institutions and or hospitals of 500 beds or more.
 - Offeror shall indicate any exceptions to the specifications, terms, conditions, or other RFP requirements, however, Offeror should understand that such exception may cause their proposal not to be considered for award of contract.
 - Offeror shall include any other information that is determined to be beneficial in the evaluation of the Offeror's response.

6.9 Evaluation Procedures

- 6.9.1 For the purpose of further consideration and holding discussions, initial proposals shall be categorized into three (3) categories. Those categories are, acceptable, potentially acceptable, and unacceptable. This categorization shall be based on the minimum mandatory criteria that all proposals must meet in order to receive further consideration (See paragraph 6.36 below).
- 6.9.2 After initial proposals are categorized those Offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of MSH requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors, and to determine in greater detail Offeror's qualifications. MSH may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
- 6.9.3 Final proposals shall be evaluated against weighted criteria to determine if the proposals meet the needs of MSH. The evaluation will be conducted, minimally, by a committee of **four (4)** MSH medical staff members. Other MSH staff may be added to the evaluation committee as needed. Committee members will utilize the rating form (**Exhibit – H**) to assign a numerical score to each Offeror's proposal. The evaluation team will assign and compile the total scores, for each Offeror, on a **consensus basis** and make a singular recommendation to the designated MSH Administrator. That Offeror receiving the highest total numerical score will receive the contract award. The contract award is subject to the approval of the Mississippi Personal Services Contract Review Board.
- 6.9.4 Evaluators will rate pricing by taking the projected average number of weekly service hours and multiplying that by the proposed service hourly rate. The Offeror with the lowest overall total price, for each occupational category, will be awarded the full available points and the remaining offerors will receive a percentage of the available points. Example – The available points are 50 and the lowest price is \$4000.00 and the second lowest price is \$5000.00. Since \$4000.00 is 80% of \$5000.00 the lowest Offeror would get the full 50 points and the second lowest Offeror would get 40 points or 80% of the possible 50 points.

6.10 Announcement Of Contractor

- 6.10.1 Mississippi State Hospital will notify the successful Offeror of intent to award contract and proceed to negotiate terms for a final contract. Unsuccessful Offerors will be notified, in writing, accordingly.

6.11 Minimum Mandatory Criteria

6.11.1 All initial proposals must meet the following minimum criteria in order to be classified as acceptable or potentially acceptable and receive further consideration:

- Proposal must be in writing and received in a sealed envelope
- Proposal must be in the required format to include binder and number of copies
- Proposal must be signed by authorized representative
- Proposal must be received at the designated location by the designated time and date
- Proposal contains required reference information to include contact names and telephone numbers
- Proposal is complete and addresses all required service requirements.

6.12 Evaluation Criteria

The following criteria will be used to evaluate all responsive Offerors. These criteria are the only criteria that will be used to make a determination of contract award.

6.12.1 The plan for performing required medical services. 50 points (Critical)

6.12.2 Ability to perform the required medical services as reflected by medical training and education, general experience, specific experience. 40 points (Very Important)

6.12.3 The qualifications and abilities of contractor to perform the services. 40 points (Very Important)

6.12.4 The personnel, equipment, and facilities to perform the services currently available or, demonstrated to be made available at the time of contracting as applicable to the offeror's business structure. 40 points (Very Important)

6.12.5 Record of past performance of similar work. 50 points (Critical)

6.12.6 Price. 40 points (Very Important)

6.12.7 Evaluation of MSH Medical Staff Application including insurance claim reports, & national practitioner's data bank (NPDB) report. 50 points (Critical)

6.12.8 Evaluation of 3 peer reference forms. 50 points (Critical)

6.12.9 MSH Credential Committee Interview. 40 points (Very Important)

6.13 Award Criteria

- 6.13.1 Award will be made by points given based on weighted evaluation criteria. The Offerors receiving the highest number of total points shall be awarded the contract.
- 6.14 Determination Of Responsibility
MSH must find that the Offeror, in compliance with Personal Services Contract Review Board rules and regulations 3-401.03, 3-401.04, 3-401.05, & 3-401.06:
- 6.14.1 has available appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.
- 6.14.2 has a satisfactory record of performance.
- 6.14.3 has a satisfactory record of integrity.
- 6.14.4 is qualified legally to contract with MSH.
- 6.14.5 has supplied all necessary information in connection with the inquiry concerning responsibility.
- 6.15 Contract Agreement
- 6.15.1 The successful Offeror shall enter into a contract agreement which is substantially the same as the sample contracts and their general terms and conditions attached as **Exhibits - I & J**. In no event is an Offeror to submit its own terms and conditions in response to this solicitation. The Offeror may submit exceptions to terms and conditions listed in **Exhibits - I & J**, and MSH will review requested exceptions and accept or reject exceptions at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board and the Mississippi Department of Mental Health Board.
- 6.15.2 The total contract shall consist of this RFP, the response proposal submitted by the successful Offeror, the MSH standard contract, and MSH Business Associate Agreement, samples of which are shown in **Exhibits - I & J**. No other documents shall be a part of the formal contract.
- 6.16 Negotiation Delay
- 6.16.1 If a written contract agreement cannot be negotiated within thirty (30) days of notification of the successful Offeror, MSH may at its sole discretion at any time thereafter, terminate negotiations with that Offeror and either negotiate a contract with the next highest ranking qualified Offeror or choose to terminate the RFP process and not enter into a contract with any of the Offerors.
- 6.17 Protest Deadline

6.17.1 Any protest by a responsive Offeror must be timely and in conformance with Mississippi Personal Service Contract Review Board regulations. The protest period for responsive Offerors shall begin on the day following the issuance of the notice of intent to award contract and will end 5:00 P.M. on **February 23, 2011**. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from MSH. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted. All protests will be reported to the Personal Services Contract Review Board.

6.18 Award Notice

6.18.1 MSH will notify the successful offeror, of award, and proceed to negotiate terms for a final contract. Unsuccessful offerors will be notified accordingly.

6.19 Schedule Of Events

6.19.1 Ad appears in newspaper - 8/14/2015 & 8/21/2015

6.19.2 Confirmation form due by – 9/2/2015

6.19.3 Deadline for final questions – 9/4/2015

6.19.4 Initial Proposals due – 9/9/2015 by 3:00 p.m. CST

6.19.5 Proposals Evaluated & Scored, Credentia Interviews 9/10/2015 to 9/11/2015

6.19.6 Final Proposals due – 9/16/2015 (If required)

6.19.7 Final proposals evaluated and scored – 9/16/2015 to 9/17/2015(If Required)

6.19.8 Offerors notified of intent to award – 9/11/2015

6.19.9 Deadline for protest to award – 9/18/2015

6.19.10 Contract projected start date – 11/1/2015

NOTE: Mississippi State Hospital reserves the right to amend and/or change the above schedule of RFP events, as it deems necessary. Please note that MSH reserves the right to accept initial proposals and if so will conduct scoring and evaluation of the initial proposals immediately as deemed appropriate and vendors will be notified.



H.L. Lockhart
Purchasing Chief

**EXHIBIT - A
RECEIPT CONFIRMATION FORM
MISSISSIPPI STATE HOSPITAL
RFP No. 09.09.2015.422**

In acknowledgement of receipt of this Request For Proposals (RFP) the undersigned agrees that he/she has received a complete copy, beginning with cover page, and ending with Exhibit - J. This receipt form should be returned to the RFP Coordinator no later than **5:00 P.M. September 2, 2015**. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive additional information about this RFP, to include copies of all offeror questions and MSH written responses to those questions as well as RFP amendments.

Company: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

E-Mail: _____ Fax No.: _____

Phone No.: _____ Voice Mail: _____

Signature: _____ Date: _____

E-Mail: _____

The above name and address will be used for all correspondence related to the RFP.

Company does _____ does not _____ intend to respond to this RFP.

**H.L. Lockhart (RFP Coordinator)
Mississippi State Hospital
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193
(601) 351-8056/Phone
(601) 351-8034/Fax
Lockhhl@msh.state.ms.us**

EXHIBIT - B

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, 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):

01. Representation Regarding Contingent Fees. The offeror represents that it **has/has not (Circle correct response)** retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's offer.
02. Representation Regarding Gratuities. The offeror, or contractor represents that it **has/has not (Circle correct response)** 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 Procurement Regulations.
03. Certification of Independent Price Determination. The offeror certifies that the prices submitted in response to the solicitation **have/have not (Circle correct response)** been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective offeror represents as a part of such contractor's offer that such contractor **has/has not (Circle correct response)** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting an offer, the offeror certifies that it **is/is not (Circle correct response)** currently debarred from submitting offers for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting offers for contracts issued by any political subdivision or agency of the State of Mississippi.

Signature of Bidder

Title

Date

EXHIBIT - C

PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH PHYSICIAN SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding psychiatrist and family medicine physician or internal medicine physician services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed equipment, materials and services fully meet or exceed those as specified in MSH Request for Proposal for psychiatrist and family medicine physician or internal medicine physician services dated August 7, 2015. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MSH, become a legally binding and essential portion of the final contract between the offeror and MSH.
2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Project Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for psychiatrist and family medicine physician or internal medicine physician services in whole, with exception of those noted as required and with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: _____

Name of Authorized Agent (Printed): _____

Signature of Authorized Agent: _____

Date: _____

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH PROPOSAL

EXHIBIT – D

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS

Vendor Name (“Vendor”): _____

Vendor has received a copy of the “Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors.”

Vendor understands that MDMHF are agencies of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration (“DFA”).

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from the MDMHF until enrollment in Paymode™ is complete, or an exemption is granted by DFA.

Signature

Printed Name

Title

Date

1

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF VENDORS

I. General Purpose.

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

- A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
 - 1. The State of Mississippi uses “standard EFT” for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
 - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (SAAS or SPAHRS). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State’s vendors.
- D. Existing Agreements: Individual agreements in place for the acceptance of electronic

payments prior to the implementation of this policy.

- E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.
- F. SAAS: Statewide Automated Accounting System.
- G. SPAHRS: Statewide Payroll and Human Resource System.
- H. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™ not later than April 1, 2006.
- B. All vendors established as new vendors in the State Automated Accounting System (SAAS) as of April 1, 2006 must be established for e-payment and remittance via PayMode™.
- C. All remaining SAAS and SPAHRS vendors, unless specifically exempted, must convert to PayMode™ by July 1, 2006.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://www.bankofamerica.com/paymode/ms>.
 - 1. Vendor must have a valid email address in order to enroll with PayMode™. This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
 - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
 - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343.

IV. Exemptions

- A. The following are exempt from this rule:
 - 1. State employees as defined in §25-9-107;
 - 2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
 - 3. Vendors specifically approved for “one of” payments using the specific vendor number designated for that purpose by the Office of Fiscal Management;
 - 4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation;

5. Debt service payments made by the Office of the State Treasurer;
 6. Tax payments to the IRS (standard EFT);
 7. Tax payments to the Mississippi State Tax Commission (standard EFT);
 8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
 9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
 10. Vendors who apply for exemption and are approved by DFA.
- B. To apply for exemption, the vendor must submit a written application to:
- Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite 1101B
Jackson, Mississippi 39201
- C. Application must detail the following:
1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
 2. Documentation of supporting cost and legal issues associated with the request for the exemption.
- D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

PSYCHIATRIST SERVICE REQUIREMENTS – EXHIBIT E

1. **Scope:** Under the direction of the MSH Clinical Director and/or the Service Chief, the Contractor will provide psychiatric care to patients at MSH.
 - A. Essential Functions
 - (1) Assessing, diagnosing, treating, and managing psychiatric patients;
 - (2) Directing and coordinating care of psychiatric patients with an Interdisciplinary team;
 - (3) Directing treatment team meetings;
 - (4) Collaborating with psychiatric nurse practitioners;
 - (5) Attending Medical Staff Meetings and unit-based meetings;
 - (6) Participating in quality assurance and performance improvement activities;
 - (7) Abiding by all of the MSH Policies and Procedures, DMH Policies, and the MSH Medical Staff Bylaws and Rules and Regulations.
 - B. Performance Measures
 - (1) Completing psychiatric admission assessments on the day the patient is admitted at least 90% of the time;
 - (2) Documenting the clinical status of the patient at least weekly at least 90% of the time;
 - (3) Satisfactory performance on physician quality assurance measures;
 - C. Other Requirements
 - (1) Contractor can anticipate spending up to 40 hours per week performing the aforementioned essential functions;
 - (2) Contractor will be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services at MSH.
2. **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 psychiatry residency program and/or a psychiatry fellowship program which is accredited by either the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association.

B. Degree, License, 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).

C. Credentials

- (1) Contractor must attach a completed Mississippi State Hospital Medical Staff Application packet.
- (2) After Facility receives the completed application and all of the credentialing documents required for the Medical Staff Application, the Contractor must be interviewed by the Mississippi State Hospital Medical Staff Credentials Committee. It is incumbent upon the Contractor to ensure that all required credentialing documents are received by the Facility prior to the Credentials Committee interview.

Credentials Committee interviews will be conducted on September 10th & 11th, 2015.

The Contractor will be assigned an interview time between the hours of 8am and 5pm.

FAMILY MEDICINE/INTERNAL MEDICINE SERVICE REQUIREMENTS: EXHIBIT F

1. **Scope:** Under the direction of the MSH Clinical Director and/or the MOD Service Chief, the Contractor will perform the following essential functions at MSH after regular working hours for the day shift (5pm to 8am), weekends, and holidays:

A. Essential Functions

- (1) Being on campus and available during assigned period of coverage (housing is provided during assigned work period);
- (2) Providing general medical care as needed to patients and residents;
- (3) Assessing and managing behavioral issues including, but not limited to, ordering seclusion and restraint, and ordering medications,;
- (4) Assessing the mental status of patients and residents;
- (5) Admitting patients to Whitfield Medical-Surgical Hospital;
- (6) Managing the medical care of inpatients at Whitfield Medical-Surgical Hospital;
- (7) Managing urgent and emergent medical conditions;
- (8) Transferring patients to other hospitals for higher levels of care;
- (9) Abiding by all of the MSH Policies and Procedures, the MSH Medical Staff Bylaws and Rules and Regulations.

B. Performance Measures

- (1) Signing verbal orders for seclusion or restraint within one hour of giving the order;
- (2) Communicating relevant administrative and clinical information to appropriate individuals at the end of each assigned work period;
- (3) Satisfactory performance on quality assurance measures;

C. Other Requirements

- (1) Contractor can anticipate spending up to an average of 40 hours per week to perform the aforementioned essential functions. The work schedule will be coordinated with the Contractor by the MOD Service Chief.
- (2) Contractor will be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services at MSH.

2. **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 be certified by the Educational Commission for Foreign Medical Graduates (ECFMG); or equivalent

AND

Successful completion of a family medicine or internal medicine residency program and/or a subspecialty fellowship program which is accredited by either the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association.

B. Degree, License, 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) Current certification in Advanced Cardiac Life Support (ACLS)

C. Credentials

- (1) Contractor must attach a completed Mississippi State Hospital Medical Staff Application packet.
- (2) After Facility receives the completed application and all of the credentialing documents required for the Medical Staff Application, the Contractor must be interviewed by the Mississippi State Hospital Medical Staff Credentials Committee. It is incumbent upon the Contractor to ensure that all required credentialing documents are received by the Facility prior to the Credentials Committee interview. Credentials Committee interviews will be conducted on September 10th & 11th, 2015. The Contractor will be assigned an Interview time between the hours of 8am and 5pm

**EXHIBIT - G
PROPOSAL PROCUREMENT SCHEDULE**

LINE #1

Family Medicine Physician/Internal Medicine Physician:\$_____ Per Hour

LINE #2

Psychiatrist:\$_____ Per Hour

I certify that I am authorized to enter into a binding contract, if this proposal is accepted.

Name _____ Telephone _____

Address _____

Fax _____ Email _____

City/State/Zip Code _____

Authorized Binding Signature _____

Title _____

We submit the above prices and agree to initiate services within _____ days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the final proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the MSH, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or in part without the written consent of MSH.

EXHIBIT - H

PHYSICIAN RFP RATING FORM

RFP: 09.09.2015.422

PHYSICIAN'S NAME: _____

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: _____ No: _____ Rating: _____

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 50.

Criteria	Maximum Score	Actual Score	Comments
Plan for performing services	50		
Ability to perform required services	40		
Qualifications & Abilities to perform services	40		
Personnel, equipment and facilities available or to made available	40		
Record of past performance	50		
Proposed price	40		
Evaluation of medical staff application and related information	50		
Evaluation of peer references	50		
Credential Committee Interview	40		

TOTAL SCORE	400 Maximum Points	Score:	
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Evaluator's Signature & Title: _____

Date: _____

EXHIBIT – I

MSH STANDARD CONTRACT WORKER AGREEMENT (SAMPLE)

*AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of
Whitfield Mississippi (MSH) and _____.*

This agreement is between the 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..

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

A. 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 any insurance coverage 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).

B. 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.

C. PERIOD OF AGREEMENT

Performance of the services will begin on or about _____ and will end on or about _____.

D. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Contract Worker for Hospital shall be used by Hospital only for its own internal operations. Hospital retains all rights and interest in said reports.

E. TERMINATION

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

F. 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 with 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.

G. 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 and state local laws and regulations.

H. 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 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.

I. 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 consultant's bid or proposal.

J. 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 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

K. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Services Contract Review Board Regulations, copy of which is available at 210 East Capitol, Suite 800, Jackson, MS for inspection.

L. 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 on Accreditation of Healthcare Organizations (JCAHO).

M. HIPPA

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

N. E-VERIFICATION

Contract Worker 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. 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) 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.

O. E-PAYMENT

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

P. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 *et seq.*, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the 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.

Q. PAYMODE

Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contract Worker's choice. The State, may at its sole discretion, requires the Contract Worker to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contract Worker understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

R. STOP WORK ORDER

(1) Order to Stop Work: The procurement officer, may, by written order to the Contract Worker at any time, and without notice to any surety, require the 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 the 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, the 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:

(a) Cancel the stop work order; or,

(b) Terminate the work covered by such order as provided in the Termination for Convenience clause of this contract.

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

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

(b) the 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.

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

(4) 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.

James G. Chastain
Director
Mississippi State Hospital

Date

Contract Worker

Date

EXHIBIT – J

MSH STANDARD BUSINESS ASSOCIATE AGREEMENT (SAMPLE)

Mississippi State Hospital

Business Associate Agreement

A. Purpose of this Agreement

Whereas, Mississippi State Hospital and its facilities (hereafter MSH) and _____ (hereafter Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which the Business Associate may have access to, MSH and Business Associate will act in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinstatement Act of 2009 (ARRA), Pub. L. No. 111-5 and any other applicable law subsequently adopted to deal with the use and disclosure of confidential information.

B. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, that is, standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E, the Security Rule, and the HITECH Act. For example:

1. **Business Associate-** A business associate is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. A business associate is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. A business associate may use or disclose protected health information only as permitted or required by its business associate contract or as required by law. A business associate is directly liable under the HIPAA Rules and subject to civil, and in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate is also directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.
2. **Covered Entity-** A covered entity is a health plan, healthcare clearing house, or a healthcare provider who transmits any health information in electronic form in connection with a transaction that is covered by HIPAA regulations.
3. **Protected Health Information-** Protected health information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.

4. Subcontractor- Subcontractor means a person to whom a business associate delegates a function, activity, or service other than in the capacity of a member of the workforce of such business associate.
5. Designated Record Set- A designated record set means a group of records maintained by or for a covered entity that is the medical records or billing records about Individuals maintained by or for a covered health provider, the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or used, in whole or in part, by or for the covered entity to make decisions about Individuals.

C. Obligations and Activities of the Business Associate

1. Business Associate agrees to keep records and submit compliance reports as well as follow all other requirements regarding compliance with 45 CFR § 160.310.
2. Business Associate agrees to acknowledge that if the Secretary determines that the business associate has violated any administrative provision then the business associate is subject to a civil money penalty pursuant to 45 CFR § 160.402.
3. Business Associate agrees to ensure the confidentiality, integrity, and availability of all electronic protected health information the business associate creates, receives, maintains, or transmits.
4. Business Associate must review and modify security measures implemented as needed to continue to protect electronic protected health information, and update documentation of such security measures in accordance with 45 CFR § 164.316.
5. Business Associate must implement policies and procedures to comply with administrative safeguards pursuant to 45 CFR § 164.308.
6. Business Associate must implement policies and procedures to comply with physical safeguards pursuant to 45 CFR § 164.310.
7. Business Associate must implement policies and procedures to comply with technical safeguards pursuant to 45 CFR § 164.312.
8. Business Associate agrees to notify MSH of any breach of unsecured protected health information within 5 days so that MSH can notify and identify, at the business associate's expense, each Individual whose unsecured protected health information has been acquired, accessed, or disclosed within 60 days.
9. Business Associate agrees to notify MSH of any breach within 5 days by utilizing the MSH Privacy Violation Report for Business Associates form (hereafter referred to as Attachment A) attached with this Agreement.
10. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.

11. Business Associate agrees that discovery of the breach will be treated as of the first day that the business associate knew of the breach or, by exercising reasonable diligence, would have been known to the business associate.
12. Business Associate may use or disclose protected health information only as permitted or required by this agreement or as required by law.
13. Business Associate agrees to provide MSH with protected health information in order for MSH to satisfy MSH's obligations under HIPAA regulations.
14. Business Associate agrees to provide access, at the request of MSH, to any applicable protected health information maintained by business associate in a Designated Record Set. Such access will be provided within 10 days of receiving a written request from MSH. Such access will be provided to MSH or, as directed by MSH, to an Individual in order to meet the 30 day requirement and other requirements under 45 CFR § 164.524.
15. Business Associate agrees to make any amendment to protected health information in a Designated Record Set that MSH directs or agrees to in accordance with 45 CFR § 164.526 at the request of MSH or an Individual, within 30 days of receiving a written request for such amendment.
16. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for MSH to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
17. Business Associate agrees to provide to MSH or an Individual information collected in accordance with this Agreement, to permit MSH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528. Business associate agrees to provide this information within 30 days of receiving a written request from MSH.
18. Business Associate agrees that when using or disclosing protected health information or when requesting protected health information from another business associate, the business associate must make reasonable efforts to limit the protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
19. If the business associate uses protected health information containing alcohol and drug abuse treatment records, the business associate agrees to comply with federal regulations on confidentiality of alcohol and drug abuse treatment records found in 42 CFR Part 2, and only provide Individual's alcohol and drug abuse records as permitted by law.
20. Business Associate agrees to comply with 45 CFR § 164.504 in order to properly safeguard information if the business associate works with a subcontractor.
21. Business Associate agrees to acknowledge that it will not be found in compliance with 45 CFR § 164.502 if the business associate knew of a pattern of activity or practice of a subcontractor that constituted a material breach or violation of the subcontractor's obligation under the agreement, unless the business associate took reasonable steps to

cure the breach or end the violation, as applicable, and, if such steps were unsuccessful terminate the contract if feasible.

22. Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to same restrictions and conditions that apply to the business associate with respect to protected health information.
23. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on its behalf of MSH available to the Secretary for purposes of determining MSH's compliance.
24. Business Associate agrees to only use protected health information received by MSH for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

D. Obligations of MSH

1. MSH shall notify the business associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520 to the extent that such limitation may affect the business associate's use or disclosure of protected health information.
2. MSH shall notify the business associate of any changes in, or revocation of, permission by an Individual to use or disclose protected health information, to the extent that such changes may affect the business associate's use or disclosure of protected health information.
3. MSH shall notify business associate of any restriction to the use or disclosure of protected health information that MSH has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the business associate's use or disclosure of protected health information.

E. Permissible Requests by MSH

MSH shall not request the business associate to use or disclose protected health information in any manner that would not be permissible under the Privacy/Security Rule if done by MSH.

F. Term and Termination

1. Term. The Term of this Agreement shall be effective as of the date signed by both parties, and shall terminate when all of the protected health information provided by MSH to the business associate, or created or received by the business associate on behalf of MSH, is destroyed or returned to MSH, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause. Upon MSH's knowledge of a material breach by the business associate, MSH shall either:

a.) Provide an opportunity for the business associate to cure the breach or end the violation and terminate this Agreement if business associate does not cure the breach or end the violation within the time specified by MSH; or

b.) Immediately terminate this Agreement if the business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the business associate shall return or destroy all protected health information received from MSH, or created or received by the business associate on behalf of MSH. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the business associate. The business associate shall retain no copies of the protected health information.

In the event that the business associate determines that returning or destroying the protected health information is infeasible, the business associate shall provide to MSH written notification of the conditions that make return or destruction infeasible. Upon notifying MSH that return or destruction of the protected health information is infeasible, the business associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible for so long as the business associate maintains such protected health information.

G. Regulatory References. A reference in this Agreement to a section in the Privacy/Security Rule means the section as in effect or as amended.

H. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for MSH and the business associate to comply with the requirements of the Privacy/Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

I. Survival. The respective rights and obligations of the business associate as provided in this Agreement shall survive the termination of this Agreement.

J. Interpretation. Any ambiguity in this Agreement shall be resolved to permit MSH and the business associate to comply with the Privacy/Security Rule.

IN WITNESS WHEREOF, the parties have hereunto affixed signatures intending to be legally bound by this Agreement.

Business Associate Execution:

Mississippi State Hospital Execution:

By: _____

By: _____

Print Name: _____

Print Name: James G. Chastain

Print Title: _____

Print Title: Hospital Director

Date Signed: _____

Date Signed: _____