



**MISSISSIPPI DEPARTMENT OF
REHABILITATION SERVICES**

REQUEST FOR QUALIFICATIONS

RFx Number: RFQ 3150004311

To Provide: Medical and Psychological Consulting Services

Issue Date: May 11, 2022

CLOSING LOCATION

Mississippi Department of Rehabilitation
1281 Highway 51 North
Madison, Mississippi 39110

REQUEST FOR QUALIFICATIONS COORDINATOR

Eric Davis, Director of Policy and Contracts

Telephone: (601) 853-5245

Email: edavis@mdrs.ms.gov

CLOSING DATE AND TIME

Qualifications must be received by June 15, 2022, 10:00 AM CST.

SECTION 1. REQUEST FOR QUALIFICATIONS OVERVIEW

1.1 Qualifications Acceptance Period

The original and 1 copy of the statement of qualifications, 2 copies total, shall be signed and submitted in a sealed envelope or package to 1281 Highway 51 North, Madison, Mississippi 39110 no later than the time and date specified for receipt of statement of qualifications. Timely submission is the responsibility of the respondent. Statement of qualifications received after the specified time shall be rejected and shall remain unopened in the procurement file. The envelope or package shall be marked with the Request for qualifications opening date and time, and the number of the Request for Qualifications. The time and date of receipt shall be indicated on the envelope or package by the Director of Policy and Contracts. Modifications or additions to any portion of the procurement document may be cause for rejection of the statement of qualifications. The Mississippi Department of Rehabilitation Services (MDRS) reserves the right to decide, on a case-by-case basis, whether to reject a statement of qualifications with modifications or additions as non-responsive. As a precondition to statement of qualifications acceptance, MDRS may request the respondent to withdraw or modify those portions of the statement of qualifications deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

- Request for Qualifications (RFQ) Issue Date: **May 11, 2022**
- Deadline for Vendor Questions to MDRS: **May 26, 2022 5:00 PM CST**
- Anticipated Posting of Answers to Questions: **June 2, 2022 5:00 PM CST**
- Statement of qualifications Submission Deadline: **June 15, 2022, 10:00 AM CST**
- Selection Completed: **Prior to June 30, 2022**

1.1.2 Rejection of Qualifications

Statement of qualifications which do not conform to the requirements set forth in this Request for Qualifications may be rejected by MDRS. Qualifications may be rejected for reasons which include, but are not limited to, the following:

- 1) The statement of qualifications contains unauthorized amendments to the requirements of the Request for Qualifications.
- 2) The statement of qualifications is conditional.
- 3) The statement of qualifications is incomplete or contains irregularities which make the statement of qualifications indefinite or ambiguous.
- 4) The statement of qualifications is received late.
- 5) The statement of qualifications is not signed by an authorized representative of the party.
- 6) The statement of qualifications contains false or misleading statements or references.
- 7) The statement of qualifications does not offer to provide all services required by the Request for Qualifications.

1.2 Expenses Incurred in Statement of Qualifications

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

1.3 Proprietary Information

The respondent should mark any and all pages of the statement of qualifications considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25- 61-9 and 79-23-1 (1972, as amended). 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.

1.4 Registration with Mississippi Secretary of State

By submitting a statement of qualifications, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting a statement of qualifications, the respondent certifies that it is not currently debarred from submitting statements of qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government, and that it is not an agent of a person or entity that is currently debarred from submitting statements of qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Competitive Qualifications

Discussions may be conducted with respondents who submit qualifications determined to be reasonably susceptible of being selected for award. Likewise, MDRS also reserves the right to accept any qualifications as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.7 Additional Information

Questions about the award agreement or technical portions of the procurement document must be submitted in writing to Eric Davis, Director of Policy and Contracts at Post Office Box 1698, Jackson, Mississippi 39215-1698 or edavis@mdrs.ms.gov. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document. All questions and requests for clarifications must be submitted by the deadline specified in Section 1.1.1 and made in writing. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, request for clarifications, and answers received by the deadline shall be published as an amendment on the agency

website and onto the Mississippi Contract/Procurement Opportunity Search Portal in a manner that all will be able to view by the deadline specified in Section 1.1.1.

1.8 Acknowledgement of Amendment

Should an amendment to the RFQ be issued, it will be posted on the MDRS website (<http://www.mdrs.ms.gov>) and the Mississippi Transparency website (<http://www.transparency.mississippi.gov>) in a manner that all respondents will be able to view. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by MDRS by the time and at the place specified for receipt of bids as reflected in Section 1.1 and Attachment A. It is the respondent's sole responsibility to monitor the website for amendments to the RFQ.

1.9 Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

1.10 Written Statement of Qualifications

All statements of qualifications shall be in writing.

SECTION 2. DESCRIPTION AND PURPOSE OF PROCUREMENT

2.1 Compensation for Services

The compensation for services will be as follows:

- Case Rating and Consultation:
 - Forty-Seven Dollars (\$47.00) per non-CDR case
 - Fifty-Five Dollars (\$55.00) per CDR case
- Review and Signing of Pre-Prepared Assessments:
 - Thirty-Four Dollars (\$34.00) per non-CDR case
 - Forty-Two Dollars (\$42.00) per CDR case
- Determination Signing:
 - Five Dollars (\$5.00) per end line case review/signature
- Rating Correction:
 - MDRS will make no payment to the Contractor for correction or completion of errors or omissions found in a quality assurance review process or by other administrative review.
- Other Activities:
 - Sixty Dollars (\$60.00) per hour.
 - Other activities include training beyond two hours per month, preparing and presenting training, and any other administratively requested or required activity other than case rating or determination signing.
 - Any hours related to the activity of training as stated above must be approved by the Director of the DDS program, in consultation with the Executive Director, prior to such hours being incurred. Approval must be documented in writing and signed by the DDS Director and the Contractor. Any training hours not approved by the DDS Director prior to such hours being incurred may be deemed by MDRS as ineligible for payment.
 - In special situations and with prior approval by MDRS, MDRS will reimburse costs, at state rates, of

travel expenses incurred by the Contractor when performing “other activities”, including Sixty Dollars (\$60.00) per hour for travel time. Total time spent performing “other activities”, including travel time, shall not exceed eight (8) hours per day.

- Special Reviews:
 - Sixty Dollars (\$60.00) per non-CDR and CDR case

2.2 Purpose

The Mississippi Department of Rehabilitation Services is seeking to establish a contract for consulting medical and psychological services mainly to be performed at the MDRS State Office Complex located in Madison, Mississippi. The Consulting Specialists will carry out the prescribed procedures relating to a part of the documentation requirements necessary in completing disability determinations on applications for Social Security Disability Benefits. It is understood that any contract resulting from RFQ 3150004311 requires approval by the Public Procurement Review Board. If any contract resulting from RFQ 3150004311 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

2.3 Scope of Services

In carrying out the responsibilities of a consulting specialist, the Consultant will provide services including, but not limited to:

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

2.4 Term

The anticipated term of the contract is tentatively August 8, 2022 through June 30, 2023. Upon written agreement of both parties at least fifteen (15) days prior to each contract anniversary date, the contract may be renewed by MDRS for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4).

SECTION 3. INSURANCE

3.1 Insurance

The successful vendor shall maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

SECTION 4. PROCURMENT EVALUATION AND AWARD

4.1 Written Statements of Qualifications Shall Contain the Following Minimum Information

- 1) The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;
- 2) The age of the respondent's business and average number of employees over a previous period of time, as specified in the Request for Qualifications;
- 3) The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services; and,
- 4) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Qualifications.

4.2 Minimum Qualifications

A Medical Consultant (MC) or Psychological Consultant (PC) is a member of the DDS or SSA team that makes disability determinations. The MC and PC provide expertise in evaluating medical issues.

- An MC must be an acceptable medical source identified in the first or third through fifth options below. MCs who are not physicians are limited to evaluating the impairments for which they are qualified. The MC must meet any appropriate qualifications for his or her specialty. Acceptable medical sources are:
 - Licensed physicians (medical or osteopathic doctors);
 - Licensed or certified psychologists. Included are school psychologists, or other licensed or certified individuals with other titles who perform the same function as a school psychologist in a school setting, for purposes of establishing intellectual disability, learning disabilities, and borderline intellectual functioning only;
 - Licensed optometrists, for purposes of establishing visual disorders (except, in the U.S. Virgin Islands, licensed optometrists, for the measurement of visual acuity and visual fields only); and
 - Licensed podiatrists, for purposes of establishing impairments of the foot, or foot and ankle, depending on whether the State in which the podiatrist practices permits the practice of podiatry on the foot only, or the foot and ankle.
- The PC is a psychologist with the same responsibilities as an MC but the PC only evaluates mental impairments in cases where there is evidence of a mental impairment. The PC must be a qualified psychologist. For disability program purposes, a psychologist is qualified if he or she:
 - is licensed or certified as a psychologist at the independent practice level of psychology by the State in which he or she practices; and

- possesses a doctorate degree in psychology from a program in clinical psychology of an educational institution accredited by an organization recognized by the Council for Higher Education Accreditation, formerly the Council on Post-Secondary Accreditation; or
- is in a national register of health service providers in psychology which the Commissioner of Social Security deems appropriate; or
- possesses two years of supervised clinical experience as a psychologist, at least one year of which is post master's degree.

4.3 Nonconforming Terms and Conditions

A statement of qualifications that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications is subject to rejection as non-responsive. The Mississippi Department of Rehabilitation Services reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its statement of qualifications response prior to a determination by the Mississippi Department of Rehabilitation Services of non-responsiveness based on the submission of nonconforming terms and conditions.

4.4 Conditioning Statement of Qualifications Upon Other Awards

Any statement of qualifications which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.5 Evaluation Procedure

4.5.1 Step One:

Statements of qualifications will be reviewed to assure compliance with the minimum specifications. Statements of qualifications that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

(1) Responsive Respondent

Respondent must submit a statement of qualifications which conforms in all material respects to this Request for Qualifications, RFQ 3150004311, as determined by MDRS.

(2) Responsible Respondent

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDRS.

4.5.2 Step Two:

Statements of qualifications that satisfactorily complete Step One will be reviewed and analyzed to determine if the statement of qualifications adequately meets the needs of MDRS. Factors to be considered are as follows:

Evaluation Factors

Each Statement of Qualification shall be evaluated and scored as follows:

- Cost (Price) [40 points]
- Management Phase I- Interview or Performance Evaluation [30 points]
 - Performance evaluations shall only be allowed when an applicant has previously performed medical or psychological consulting services of this type for the Office of Disability Determination Services in MDRS.
- Management Phase II- Work History and Experience [30 points]

4.5.3 Step Three:

The MDRS Executive Director or his/her designee will contact the respondents with the statements of qualifications which best meets MDRS needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

4.5.4 Award

The contract will be awarded by written notice, within fifteen days, to the highest ranked respondents whose statements of qualifications meets the requirements and criteria set forth in this Request for Qualifications.

4.5.5 Notification

All participating vendors will be notified of the Mississippi Department of Rehabilitation Services intent to award a contract. In addition, the Mississippi Department of Rehabilitation Services will identify the selected vendors. Notice of award is also made available to the public.

SECTION 5. STATEMENT OF QUALIFICATIONS

SPECIFICATIONS

5.1 Statement of Qualifications Requirements

The following response format shall be used for all submitted statement of qualifications:

- Statement of Qualifications Cover Sheet (**Attachment A**);
- Authorization and Acknowledgements Form (**Attachment B**) – The Consulting Specialist Services Contract Rate **MUST** be accepted as indicated by the applicant’s signature. Failure to complete and/or sign this form may result in the individual being determined nonresponsive.
- Certifications and Assurances Form (**Attachment C**);

- Statement of Qualifications Form (**Attachment D**) – At the top of the form, the vendor should indicate the category of consulting for which he or she qualifies and is applying (may apply/qualify for more than one category).
- Written resume or vitae indicating the individual’s education and work experience;
- The applicable certification(s) and/or license(s) from the applicable certifying authority; and
- Copy of applicable insurance certificate.

5.2 Statement of Qualifications Submission

The original and 1 copy of the statement of qualifications, 2 copies total, shall be signed, placed in a sealed envelope or package, and submitted as listed below, on or before **10:00 AM CST, Wednesday, June 15, 2022**

Mississippi Department of Rehabilitation Services
 Attention: Eric Davis, Director of Policy and Contracts
 1281 Highway 51 North
 Madison, Mississippi 39110
 Request for Qualifications for Medical and Psychological Consulting Services
 RFQ No. 3150004311
 Opening Date: 10:00 AM CST, Wednesday, June 15, 2022
SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

SECTION 6. POST-AWARD PROCEDURES AND INFORMATION

6.1 Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the Mississippi Department of Rehabilitation Services within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of MDRS in writing and identify its attorney by name, address, and telephone number. MDRS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

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

6.2 Protest of Award

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Qualifications may file a protest with the Request for Qualifications Coordinator, Eric Davis, Director of Policy and Contracts. The protest shall be submitted on or before July 5, 2022, 5:00 PM CST, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the

law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Request for Qualifications Coordinator, Eric Davis, Director of Policy and Contracts, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after July 5, 2022 will not be considered.

6.3 Required Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/respondent shall include the required clauses found in **Attachment E, Exhibit A**, and those required by the *Office of Personal Service Contract Review Rules and Regulations* as updated.

6.4 Optional Contract Terms and Conditions

Any contract entered into between a Contracting Agency and a vendor/respondent may have, at the discretion of the Contracting Agency, the optional clauses found within the *Office of Personal Service Contract Review Rules and Regulations* as updated.

6.5 Mississippi Contract/Procurement Opportunity Search Portal

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

6.6 Attachments

The attachments to this Request for Qualifications are made a part of this Request for Qualifications as if copied herein in words and figures.

6.7 The request for qualifications, its amendments, the offeror's qualifications and the best and final offer shall constitute the contract.

ATTACHMENT A
Statement of Qualifications Cover Sheet

The Mississippi Department of Rehabilitation Services is seeking statements of qualifications from qualified contractors to provide Medical and Psychological Consulting Services throughout the State of Mississippi for students who are served by MDRS.

Statements of Qualifications are to be submitted as listed below, on or before 10:00 AM CST, Wednesday, June 15, 2022.

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Rehabilitation Services

Attention: Eric Davis, Director of Policy and Contracts

1281 Highway 51 North

Madison, Mississippi 39110

Request for Qualifications for Medical and Psychological Consulting Services RFQ No. 3150004311

Opening Date: 10:00 AM CST, Wednesday, June 15, 2022

SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

*** List either "medical" or "psychological" as the consultant category.*

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Printed Name of Authorized Signer: _____

Signature and Date: _____

ATTACHMENT B

Authorization and Acknowledgements

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

1. That he/she has thoroughly read and understands this Request for Qualifications, RFQ 3150004311, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ 3150004311, and the attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, RFQ 3150004311, and the attachments herein;
4. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that its workers are licensed, certified, and possess the requisite credentials to perform the transition services; and
5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.
6. That the company understands that should an amendment to this RFQ be issued, it will be posted on the MDRS website (www.mdrs.ms.gov) in a manner that all proposers will be able to view. Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the statement of qualifications, by identifying the amendment number and date in the space provided for this purpose on this form. The acknowledgment must be received by MDRS by the time and at the place specified for receipt of statement of qualifications. It is the company's sole responsibility to monitor the website for amendments to the RFQ.

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT C

Certifications and Assurances

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

1. Representation Regarding Contingent Fees.

Contractor represents that it [**HAS or HAS NOT**] retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's statement of qualifications.

2. Representation Regarding Gratuities.

The Respondent or Contractor represents that it [**HAS or HAS NOT**] violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal service Contract Review Rules and Regulations.

3. Certification of Independent Price Determination.

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

4. Prospective Contractor's Representation Regarding Contingent Fees.

The Prospective Contractor represents as a part of such Contractor's statement of qualifications that such Contractor [**HAS or HAS NOT**] retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Company Name: _____

Signature and Date: _____

Name and Title: _____

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

ATTACHMENT D

Statement of Qualifications Questionnaire

Service Category—Applicant must mark each category for which he or she wishes to be considered.

Medical Consultant Psychological Consultant

Please answer the following questions regarding your qualifications and experience:

Provide the age of your business as well as the number of years your company has been performing medical/psychological services. Does your company have a specific area of expertise in the field, and if so, how many years of experience?

Please provide the average number of employees maintained by your business over the past year.

List all degrees and specialized education of all persons who would be assigned to provide the required services requested in this RFQ. Please provide the name of the schools as well as the dates of graduation.

List all licenses, permits and/or certifications of all persons who would be assigned to provide the required services requested in this RFQ. Additionally, please provide copies of all applicable licenses, permits and/or certifications with the submission packet.

Has your company had any prior experience evaluating Social Security disability eligibility claims? If yes, list any other contracts, providing the name of your previous employers and the number years these services were provided.

Services are typically provided at the MDRS facility located in Madison, Mississippi. What is the availability of all persons who would be assigned to provide the required services to travel to this facility on a regular basis? If this is not a viable option, please detail the distance that your company is willing to travel in order to provide these services.

Company Name: _____

ATTACHMENT E

Required Clauses for Service Contracts Resulting from this RFQ Required Clauses for Service Contracts Resulting from this Request for Qualifications

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency 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 Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301.
5. E-Verification. If applicable, Contractor 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. Mississippi Code Annotated §§ 71-111 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland

Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor 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, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor 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 Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

6. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*, a copy of which is available at 501 North Woolfolk Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
8. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's statement of qualifications.
9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*.
10. Stop Work Order.
 - a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered

to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

11. Termination for Convenience.

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

12. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and

obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

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

13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
14. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
15. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
16. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
17. Acknowledgment of Amendments. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the [agency] by the time and at the place specified for receipt of bids.

18. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

19. Prospective Contractor's Representation Regarding Contingent Fees. The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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

1. Parties. The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter “MDRS”) and [Contractor Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MDRS to engage Contractor to provide certain professional services as set forth in RFQ 3150004311, issued by MDRS and incorporated herein by reference. Contractor is one of the vendors selected through the above referenced RFQ.
3. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “A”, attached hereto and incorporated herein, captioned “General Terms and Conditions.”
4. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “B”, attached hereto and incorporated herein, captioned “Scope of Services.”
5. Consideration. As consideration for the performance of the services referenced in Exhibit “B”, MDRS agrees to compensate Contractor as provided in Exhibit “B”, attached hereto and incorporated herein, captioned “Compensation.”
6. Period of Performance. This contract will become effective for the period beginning August 8, 2022 and ending on June 30, 2023, upon the approval and signature of the parties hereto. MDRS has the option to renew the contract for four (4) successive one-year period(s) not to exceed a maximum of five (5) year contract period of performance.
7. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth Exhibit “C”, attached hereto and incorporated herein, captioned “Notifications.”

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

DATE

By: _____
Billy Taylor, Chief of Staff
Mississippi Department of Rehabilitation Services

DATE

By: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State 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 State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State 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 State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
3. Attorneys' Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDRS, MDRS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
5. Compliance with Laws. Contractor understands that the Mississippi Department of Rehabilitation Services is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
6. Conflict of Interest. Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or

employment such that the Contractor would be unable to perform impartially and without bias. Contractor must also refrain from using confidential or protected personally identifiable information for any other purpose other than to perform the duties required by this contract.

7. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
8. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
9. E-Verification. If applicable, Contractor 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. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor 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, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor 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 Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

10. Entire Agreement. This Contract, RFQ 3150004311, and the Contractor's submitted Statement of Qualifications constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

11. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MDRS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDRS may have.
12. Failure to Enforce. Failure by MDRS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.
13. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
14. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
15. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
16. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or

employees of MDRS, and MDRS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDRS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MDRS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

17. Insurance. The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
18. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
19. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
20. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDRS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections.

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

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

21. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

22. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
23. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
24. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
25. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.
26. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or statement of qualifications.
27. Representation Regarding Gratuities. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
28. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor 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. Contractor further understands and agrees that MDRS 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.

29. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDRS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
30. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
31. Stop Work Order.
 - 1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a) cancel the stop work order; or,
 - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

32. Termination for Convenience.

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

33. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder

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

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

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

34. Termination upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi Department of Rehabilitation Services upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

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

36. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information

which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

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

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

EXHIBIT “B”

SCOPE OF SERVICES

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

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

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

The services provided by Contractor shall be at MDRS' office and, upon mutual consent of the parties, at other designated locations for authorized medical and program related activities. Contractor shall be required to perform said services on-site at the MDRS offices for a minimum of four hours per calendar month. These work hours

shall be conducted in at least one hour increments during regular office hours. In order to ensure timely case processing, a proposed biweekly work schedule shall be provided to the supervisor and the supervisor shall be informed of any changes that may be necessary.

EXHIBIT “C”

COMPENSATION

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

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

MEDICAL SPECIALIST CONSULTING RATES

1. Completed Assessment and Insufficient Evidence Reviews
 - a. Forty-Seven Dollars (\$47.00) per non-CDR case
 - b. Fifty-Five Dollars (\$55.00) per CDR case
2. Review and Signing of Pre-Prepared Assessments
 - a. Thirty-Four Dollars (\$34.00) per non-CDR case
 - b. Forty-Two Dollars (\$42.00) per CDR case
3. Determination Signing:
 - a. Five Dollars (\$5.00) per end line case review/signature
4. Rating Correction:
 - a. MDRS will make no payment to the Contractor for correction or completion of errors or omissions found in found in a quality assurance review process or by other administrative review.
5. Other Activities:
 - a. Sixty Dollars (\$60.00) per hour.
 - b. Other activities include training beyond two hours per month, preparing and presenting training, and any other administratively requested or required activity other than case rating or determination signing.
 - c. Any hours related to the activity of training as stated above must be approved by the Director of the DDS program, in consultation with the Executive Director, prior to such hours being incurred. Approval must be documented in writing and signed by the DDS Director and the Contractor. Any training hours not approved by the DDS Director prior to such hours being incurred may be

deemed by MDRS as ineligible for payment.

- d. In special situations and with prior approval by MDRS, MDRS will reimburse costs, at state rates, of travel expenses incurred by the Contractor when performing “other activities”, including Sixty Dollars (\$60.00) per hour for travel time. Total time spent performing “other activities”, including travel time, shall not exceed eight (8) hours per day.

6. Special Reviews:

- a. Sixty Dollars (\$60.00) per non-CDR and CDR case

EXHIBIT “D”

NOTIFICATIONS

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

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

[with Copy to Contract Coordinator]

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