

INVITATION FOR BIDS

IFB No. 2022-04

RFx: 3160005563

Preapproved List of Vendors for Professional Nursing Services



Mississippi Department of Finance and Administration
Office of Personal Service Contract Review
501 North West Street, Suite 700
Jackson, Mississippi 39201

Issue Date:
November 14, 2022

Closing Date:
December 16, 2022 at 2:00 pm

Contact:
Shannon Smith
Shannon.Smith@dfa.ms.gov
(601) 359-3541

TABLE OF CONTENTS

Section 1. Solicitation Information	3
1.1. Authority	3
1.2. Purpose.....	3
1.3. Timeline	3
1.4. Questions or Requests for Clarification	3
1.5. General References Throughout the IFB	4
1.6. Acknowledgment of Amendments.....	4
1.7. Attachments to the IFB	4
1.8. Restrictions on Communication with PPRB and DFA Staff	4
Section 2. Scope of Services and Requirements	5
2.1. Scope of Services	5
2.2. Contract Deliverables.....	8
2.3. Detailed Scope to be Provided by Contracting Agency.....	11
2.4. Geographic Regions	11
2.5. Duration of Services to be Provided	12
2.6. Bid Prices	12
2.7. Insurance Requirements	15
2.8. Contract Terms and Conditions	15
2.9. Removal from PVL.....	17
Section 3. Bid Submission and Bid Opening	18
3.1. Bid Submission Format.....	18
3.2 Bid Submission Requirements	18
3.3. Cost of a Preparing Bid.....	20
3.4. Independent Price Determination.....	20
3.5. Withdrawal of a Bid.....	20
3.6. Bid Opening	20
3.7. Debarment.....	20
3.8. Note to Agencies and Vendors.....	20
3.9 Minor Informalities	21
3.10 No Contractual or Property Rights.....	21
Section 4. Bid Evaluation and Award	22
4.1 Minimum Qualifications to be Deemed Responsible	22
4.2 Basis for Award	22
4.3. Award Notification	23
4.4. Rolling Awards	23
Section 5. Debriefing and Protest	26
5.1. Post-Award Vendor Debriefing	26
5.2. Protest of Solicitation or Award.....	27
ATTACHMENT A: Regional Map	29
ATTACHMENT B: Bid Cover Sheet	30
ATTACHMENT C: Bid Form	32
ATTACHMENT D: Certifications & Assurances	34
ATTACHMENT E: References	35
ATTACHMENT F: Reference Score Sheet	37
ATTACHMENT G: Sample Contract	38
ATTACHMENT H: Optional Sign-In Sheets	60

Section 1. Solicitation Information

1.1. Authority

The Public Procurement Review Board (PPRB) may establish a preapproved list of providers of various personal and professional services for set prices with which state agencies may contract without bidding or prior approval from the board.” Miss. Code Ann. § 27-104-7(2)(i).

1.2. Purpose

The Office of Personal Service Contract Review (OPSCR) at the Mississippi Department of Finance and Administration (DFA), on behalf of the PPRB, is seeking to establish a Preapproved Vendor List (PVL) for Professional Nursing Services which will be available for use by state agencies under the purview of the PPRB (Contracting Agencies). OPSCR invites bids from qualified staffing agencies who provide professional nursing services (Vendors) for placement on the list. After PPRB establishes the PVL, Contracting Agencies may select and contract with Vendors from the list, avoiding the need for an individual procurement.

As shown in Attachment A, the State has been divided into eight geographic regions for which Vendors may submit bids. Vendors will be recommended for placement on the PVL as described in Section 4 of this IFB. Vendors placed on the PVL must agree to extend services on an as-needed basis to all authorized Contracting Agencies within the geographic limits of the region(s) for which it is placed on the PVL under the prices, terms, conditions, and specifications as described in this Invitation for Bids (IFB) for a term of five years. Multiple Vendors may be listed per region. Being placed on the PVL does not guarantee contracts will be issued.

1.3. Timeline

IFB Issue Date:	November 14, 2022
Questions and Requests for Clarification Due:	November 30, 2022 at 5:00pm CST
Anticipated Posting of Answers to Questions:	December 2, 2022
Bid Package Submission Deadline:	December 16, 2022 at 2:00pm CST
Bid Opening:	December 16, 2022 at 2:30pm CST
Anticipated Date of the Notice of Intent to Award:	January 6, 2023

OPSCR reserves the right to post Answers to Questions and to issue the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. No other dates shall be changed unless a written amendment is issued.

1.4. Questions or Requests for Clarification

1.4.1. All questions and requests for clarification must be directed by e-mail to Shannon Smith at Shannon.Smith@dfa.ms.gov.

1.4.2. Questions and requests for clarification must be submitted in writing, by email on or before November 30, 2022 at 5:00pm CST. The bidder bears all risk of delivery and all responsibility for submitting questions timely. Questions which are not received via email by the above-stated date and time may not be answered.

1.4.3. All questions, requests for clarification, and answers will be published on the DFA website and the procurement portal.

1.4.4. OPSCR will not be bound by any verbal or written information that is not contained within this IFB unless a written amendment to the IFB is issued.

1.5. General References Throughout the IFB

1.5.1. Any reference to “OPSCR”, “DFA”, or the “PPRB” throughout this IFB includes all three entities to the extent relevant.

1.5.2. Unless specifically indicated otherwise, any reference to the “DFA website” refers to the website found at: <https://www.dfa.ms.gov/invitations-bids-0>.

1.5.3. Any reference to the “procurement portal” throughout this IFB refers to the website found at: https://www.ms.gov/dfa/contract_bid_search/Home/Buy.

1.6. Acknowledgment of Amendments

Should an amendment to the IFB be issued, it will be posted on the DFA website and the procurement portal in a manner that all bidders will be able to view. Further, bidders *shall 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 must be received by OPSCR by the time and at the place specified as the bid package submission deadline. Bidders bear all responsibility of monitoring the DFA website for amendments to the IFB.

1.7. Attachments to the IFB

The Attachments to this IFB are fully incorporated into the IFB.

1.8. Restrictions on Communication with PPRB and DFA Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any PPRB member or DFA staff regarding this IFB other than the contact person listed on the cover page of this IFB.

Section 2. Scope of Services and Requirements

2.1. Scope of Services

OPSCR is seeking bids for five categories services listed below (collectively referred to throughout this IFB as “professional nursing services”). Bids should be in the form of hourly rates as described herein. Vendors may bid on all categories, a single category, or any number of categories in each Region for which they submit a bid.

2.1.1. Nurse Practitioners (NP)

The minimum requirements for staff to be placed at an Agency requesting Nurse Practitioners are:

2.1.1.1. Master’s Degree in nursing or a Doctor of Nursing Practice doctoral degree;

2.1.1.2. License or certification as a Nurse Practitioner from the State of Mississippi, which is valid, current, and in good standing;

2.1.1.3. Certification as a nurse practitioner by a recognized national certifying body that has established standards for nurse practitioners;

2.1.1.4. Collaboration with one or more physicians to deliver healthcare services with medical direction and appropriate supervision as required by the State of Mississippi (the collaborating physician does not have to be present when services are furnished by the NP);

2.1.1.5. Provides all services in the scope of practice for Nurse Practitioners in the State of Mississippi, as requested by the Contracting Agency or required by the population served by the Contracting Agency;

2.1.1.6. Two years of experience as a practicing Nurse Practitioner;

2.1.1.7. Ability to maintain effective communication with patients, families, and members of the healthcare staff;

2.1.1.8. Ability to provide documentation, prepare reports and maintain patient records, including computer skills necessary for the same;

2.1.1.9. Ability to participate in defining, interpreting, and implementing standards, policies, and procedures that affect the delivery of nursing care services;

2.1.1.10. Ability to participate in regular in-service;

2.1.1.11. Other Nurse Practitioner skills, as required by the Contracting Agency.

2.1.2. Registered Nurses (RN)

The minimum requirements for staff to be placed at an Agency requesting Registered Nurses are:

2.1.2.1. High school diploma or GED;

- 2.1.2.2. Graduation from an accredited nursing program and/or college or university;
- 2.1.2.3. License or certification as a Registered Nurse from the State of Mississippi, which is valid, current, and in good standing;
- 2.1.2.4. Two years of experience as a practicing Registered Nurse;
- 2.1.2.5. Ability to administer prescribed medication and medical treatments following standard nursing procedures;
- 2.1.2.6. Ability to assess and monitor physical and/or mental conditions of patients;
- 2.1.2.7. Ability to maintain effective communication with patients, families, and members of the health care staff;
- 2.1.2.8. Ability to provide documentation, prepare reports and maintain patient records, including computer skills necessary for the same;
- 2.1.2.9. Ability to participate in defining, interpreting, and implementing standards, policies, and procedures that affect the delivery of nursing care services;
- 2.1.2.10. Ability to participate in regular in-service;
- 2.1.2.11. Other Registered Nurse skills, as required by the Contracting Agency.

2.1.3. Licensed Practical Nurses (LPN)

The minimum requirements for staff to be placed at an Agency requesting Licensed Practical Nurses are:

- 2.1.3.1. High school diploma or GED;
- 2.1.3.2. Completion of an accredited practical nursing program;
- 2.1.3.3. License or certification as a Practical Nurse from the State of Mississippi, which is valid, current, and in good standing;
- 2.1.3.4. One year of experience as a practicing Licensed Practical Nurse;
- 2.1.3.5. Ability to administer prescribed medication and medical treatments following standard nursing procedures;
- 2.1.3.6. Ability to monitor physical and/or mental conditions of patients;
- 2.1.3.7. Ability to maintain effective communication with patients, families, and members of the health care staff;
- 2.1.3.8. Ability to provide documentation, prepare reports, and maintain patient records, including computer skills for the same;

2.1.3.9. Other Licensed Practical Nurse skills, as required by the Contracting Agency.

2.1.4. Certified Nursing Assistants (CNA)

The minimum requirements for staff to be placed at an Agency requesting Certified Nursing Assistants are:

2.1.4.1. High school diploma or GED;

2.1.4.2. License or Certification as a Certified Nursing Assistant from the State of Mississippi, which is valid, current, and in good standing;

2.1.4.3. Six months experience as a Certified Nursing Assistant in a healthcare setting;

2.1.4.4. Ability to participate in activities with patients;

2.1.4.5. Ability to assist residents in all areas of physical care and hygiene;

2.1.4.6. Ability to perform housekeeping duties;

2.1.4.7. Ability to write non-technical reports and participate in training sessions, including computer skills for the same;

2.1.4.8. Ability to stand for long periods and perform physically demanding tasks, including lifting or repositioning patients;

2.1.4.9. Other Certified Nursing Assistant skills, as required by the Contracting Agency.

2.1.5. Personal Care Attendant (PCA)

The minimum requirements for staff to be placed at an Agency requesting Personal Care Attendants are:

2.1.5.1. Eighteen years of age or older;

2.1.5.2. High school diploma or GED;

2.1.5.3. Possess a valid state issued identification and have access to reliable transportation;

2.1.5.4. Successfully complete any training course required by the Contracting Agency, including passing a scored examination if required;

2.1.5.5. Satisfactorily complete any skills assessment conducted by the Contracting Agency to ensure the attendant's ability to provide the necessary care safely and appropriately;

2.1.5.6. Demonstrate the maturity, responsibility, and general ability to work well with the specific population the Contracting Agency is seeking Personal Care Attendants to serve;

2.1.5.7. Six months experience as a Personal Care Attendant;

2.1.5.8. Ability to function independently without constant supervision;

2.1.5.9. Physically and mentally able to perform the job tasks required including lifting and transferring and assisting residents in all areas of physical care and hygiene;

2.1.5.10. Have communication and interpersonal skills with the ability to deal effectively, assertively, and cooperatively with a variety of people;

2.1.5.11. Maintain current and active first aid and CPR certification;

2.1.5.12. Be able to carry out and follow verbal and written instructions;

2.1.5.13. Ability to write non-technical reports and participate in training sessions, including computer skills for the same;

2.1.5.14. Other Personal Care Attendant skills, as required by the Contracting Agency.

2.2. Contract Deliverables

Upon execution of a contract to provide Professional Nursing Services with a Contracting Agency, the Vendor shall:

2.2.1. Provide the required number of qualified, competent, well-trained, drug-free, and appropriately dressed nurses to perform the required duties during the required shifts, seven days a week, including weekends and holidays, as needed;

2.2.2. Accurately describe the required job duties to all professional nursing employees;

2.2.3. Assign an Account Representative to work directly with the designated Agency Representative managing the contract;

2.2.4. Designate a contact person for communication with the Contracting Agency who is available 24 hours per day, seven days per week, 365 days per year; at the discretion of the Contracting Agency, the Vendor may designate more than one person to meet this requirement;

2.2.5. Provide a copy of the current license or certification, as applicable, for each contract professional nursing employee assigned to the Contracting Agency. The license or certification shall be provided at the time designated by the Contracting Agency, but no later than when the employee clocks in for his or her first shift at the Contracting Agency;

- 2.2.6.** Ensure that each contract professional nursing employee has annual tuberculosis test results on file and evidence of current cardiopulmonary resuscitation (CPR) certification prior to assigning that employee to any Contracting Agency;
- 2.2.7.** Provide orientation for all contract professional nursing employees before the first assignment to any Contracting Agency, include a competency checklist in oxygen administration, glucose monitoring, medication administration, HIPAA compliance, patient safety, and any information about the facility required by the Contracting Agency;
- 2.2.8.** If requested by the Contracting Agency, arrange for contract professional nursing employees to complete an orientation specific to the Contracting Agency at the time required by the Contracting Agency;
- 2.2.9.** Ensure that contract professional nursing employees fully comply with the Contracting Agency's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;
- 2.2.10.** Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes. It is the sole responsibility of the Vendor to be in compliance with laws or regulations requiring an employer to withhold and/or pay employment related taxes or other withholdings required by law;
- 2.2.11.** Abide by all ordinances and laws pertaining to the Contracting Agency's operation and secure all required licenses and permits;
- 2.2.12.** Make all unemployment compensation contributions required by federal and state law and process claims as required;
- 2.2.13.** Ensure that the contract professional nursing employee understands work commitments and reports to work at the time and place specified by the Contracting Agency;
- 2.2.14.** Replace any contract worker(s) or employee(s) not performing to the satisfaction of the Contracting Agency within two hours of a request to do so by the Contracting Agency and at no additional expense to the Contracting Agency;
- 2.2.15.** Perform all services provided in the contract with the Contracting Agency per customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agencies;
- 2.2.16.** Provide the Contracting Agency a valid Health Care Staffing Services (HCSS) Certification;
- 2.2.17.** Provide the information required for a Contracting Agency to perform a criminal background check or drug screening of a contract employee, if requested; or alternatively

perform the criminal background check or drug screening and verify the results to the Contracting Agency.

2.2.17.1. If the Contracting Agency requests that the Vendor conduct the criminal background check or drug screening, the Contracting Agency and the Vendor may negotiate a fee for that service. The negotiated fee may not exceed the direct costs to the Vendor to perform the criminal background check or drug screening, including the cost of employee time required to schedule and process the check or screening. The Vendor must provide documentation to the satisfaction of the Contracting Agency of the direct costs, and the Contracting Agency and the Vendor must agree to a fixed price for performance of the criminal background check or drug screening prior to performance of any such check or screening.

2.2.18. Provide an Abuse Registry Check for all professional nursing staff placed at the Contracting Agency, if requested;

2.2.19. At the request of the Contracting Agency, arrange for a Contracting Agency to interview any professional nursing staff who may be placed at the Contracting Agency for up to one hour, at the vendor's expense; and

2.2.20. Certify that all nurse personnel have no adverse finding of abuse or negligent appropriation of abuse.

2.2.21. Vendors must abide by all policies, procedures, and laws pertaining to the Contracting Agency's operation at all times, including but not limited to:

2.2.21.1. All state facilities are non-smoking; personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.

2.2.21.2. Having any illegal drug or alcoholic beverage in one's possession while on state property is prohibited. Personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.

2.2.21.3. Personnel should refrain from using foul, abusive, or profane language on state property.

2.2.21.4. Personnel shall not flirt or fraternize with Agency personnel or any visitor at the Agency.

2.2.21.5. Personnel shall not solicit or otherwise interfere with the work of Agency employees.

2.2.21.6. Personnel shall not engage in personal activities such as, but not limited to, texting, personal phone calls, or reading magazines while on the job and shall comply with the Agency's restrictions regarding visitation with friends, family members, or acquaintances while on the job.

2.2.21.7. Contracting Agency reserves the right to inspect and search all Contractor personnel or vehicles anytime while on facility grounds.

2.2.21.8. Personnel is required to sign in and sign out at most state facilities. Personnel must strictly observe security provisions for all state facilities.

2.2.21.9. Personnel may be required to provide photographic identification for inspection upon entering state facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.

2.2.21.10. Deviations from any of the policies in Section 2.2.21. may be considered grounds for contract termination.

2.2.22. Ensure all personnel providing professional nursing services at the Contracting Agency have any vaccines required by the Contracting Agency, including but not limited to up-to-date vaccinations for COVID-19 and influenza. Appropriate documentation of the vaccination status of any personnel assigned to the Contracting Agency shall be provided at the request of the Contracting Agency.

2.2.23. At the request of the Contracting agency, execute and comply with a Business Associate Agreement regarding requirements related to the Health Insurance Portability and Accountability Act of 1996.

2.3. Detailed Scope to be Provided by Contracting Agency

The Contracting Agency will provide a detailed scope and specific work requirements when that Agency selects a vendor on the PVL for consideration concerning a specific project or need. Such scope and requirements will include, but are not limited to, a description of work activities, a definition of deliverables, time frames, and budget parameters.

2.3.1. The Vendor must maintain a sufficient pool of qualified staff large enough to meet the Agency's needs within two hours. The average number of staff the bidder has must be provided in each professional nursing service category for which a Vendor bids.

2.4. Geographic Regions

Vendors may provide services in eight different regions of the State: North Delta, Northeast, South Delta, East Central, Central, Pinebelt, Southwest, and Coastal. There will be a separate list of vendors for each of these regions.

2.4.1. A map of the eight regions, and a list of the counties in each region, is contained in Attachment A.

2.4.2. Bidders may bid to provide services in one or more regions or in all regions.

2.4.3. Bidders may bid on one or more categories of professional nursing staff or on all categories of professional nursing staff in each of the regions for which it intends to submit a bid.

2.4.4. Bidders are not required to bid the same prices or on the same categories of professional nursing services in each region.

2.4.5. By bidding on a region, the bidder is certifying that it is able to provide the services solicited in this IFB in the entire geographic region.

2.5. Duration of Services to be Provided

Pending approval by the PPRB, it is anticipated that the PVL will be effective on July 1, 2023. Vendors added to the PVL will remain on the PVL until June 30, 2028, unless they are removed pursuant to Section 2.9. Vendors may enter new contracts with Contracting Agencies between July 1, 2023 and June 30, 2026. New contracts may not be entered after June 30, 2026. Any contracts which were entered prior to June 30, 2026 may be extended for a period of time to end no later than June 30, 2028.

OPSCR reserves the right to request PPRB approve an earlier or later effective date for the PVL, in which case all of the dates stated above would be adjusted to reflect the effective date.

2.6. Bid Prices

Contracts resulting from this Invitation for Bids shall be fixed price contracts. Bid prices submitted in response to this IFB shall remain firm, valid, and renewable for five years following the effective date of the PVL, except as discussed in Section 2.6.2.

2.6.1. Vendors should submit the following types of hourly rates for the categories of service on which it is bidding.

2.6.1.1. Standard Hourly Rate

The Standard Hourly Rate shall be billed for hours worked between 12:00 am Monday through 11:59 pm the following Friday which do not qualify for holiday pay, and in which the required work does not qualify for hazard pay.

2.6.1.2. Weekend Hourly Rate

The Weekend Hourly Rate shall be billed for hours worked between 12:00 am Saturday through 11:59 pm the following Sunday which do not qualify for holiday pay, and in which the required work does not qualify for hazard pay. Any work to be paid at this rate shall be requested and/or approved by the Contracting Agency prior to the hours being worked.

2.6.1.3. Holiday Hourly Rate

The Holiday Hourly Rate shall be billed for hours worked between 12:00 am and 11:59 pm on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contracting Agency shall have the sole discretion to recognize more, but not less, holidays than those listed here to be paid at the Holiday Hourly Rate. Any work to be paid at this rate shall be requested and/or approved by the Contracting Agency prior to the hours being worked.

2.6.1.4. Hazard Pay Hourly Rate

The Hazard Pay Hourly Rate shall be billed where the work required by the Contracting Agency involves exposure to hazardous conditions. The Contracting

Agency has the sole discretion and authority to define the conditions which will qualify for hazard pay and determine what work, if any, qualifies to be billed at the hazard rate. Any work to be paid at this rate shall be requested and/or approved by the Contracting Agency prior to the hours being worked. Should the Vendor fail to obtain approval for the hazard pay hourly rate prior to the hours being worked, the standard, weekend, or holiday hourly rate applicable to the day and time worked shall be paid.

2.6.1.5. Travel Nurse Hourly Rate

If the Bidder has the ability to provide travel nurses in any of the categories of service, Bidders may bid a separate hourly rate for travel nurses. If no rate is bid for travel nurses, the Bidder will not be eligible to place any staff under a travel nurse rate. The rate for travel nurses will not be considered in determining the bidder's average bid price, as discussed in Section 4.2.3.

The Bidder is responsible to discuss the length of the assignment available with the Contracting Agency to determine whether use of a travel nurse is a feasible option. Any hours to be paid at the travel nurse rate must be requested and/or approved by the Contracting Agency prior to the hours being worked.

Contracting Agencies cannot pay for hours which are not actually worked, and therefore cannot guarantee a minimum number of hours. The Vendor bears the risk that the Contracting Agency's needs may change regarding use of travel nurses. For additional information, see paragraph 25 of Attachment G: Sample Contract.

2.6.1.6. Standard Rate Applies Unless Bid Otherwise

The standard rate will apply where a Vendor bids on a category of service but does not bid on any particular type of hourly rate.

2.6.1.6.1. As an example, if a Vendor bids \$50.00 for the standard hourly rate and does not bid on the weekend hourly rate, any hours that would have been billed under the weekend hourly rate will be billed at \$50.00.

2.6.1.6.2. Section 2.6.1.6. does not apply to the rate for Travel Nurses. Any Vendor placed on the PVL who does not bid a rate for the Travel Nurse Hourly Rate, will not be eligible to assign Travel Nurses to any Contracting Agencies.

2.6.1.6. Overtime

Overtime shall be defined as hours in excess of 40 worked by a single individual at the Contracting Agency's facility in a one-week period. The Contracting Agency shall pay the applicable hourly rate plus a direct reimbursement for costs paid by the vendor to the individual NP, RN, LPN, CNA, or PCA due to the overtime hours worked.

2.6.1.6.1. As an example, a vendor bid \$50.00 per hour for the standard hourly rate and compensates the nurse \$40.00 per hour for standard business hours. Assuming the nurse is paid time-and-a-half by the vendor for overtime hours worked during standard business hours, or \$60.00 per hour,

the additional cost to the vendor is \$20.00 per hour. Therefore, the Contracting Agency would pay the vendor \$70.00 per overtime hours worked during standard business hours (\$50.00 for the standard hourly rate plus the \$20.00 direct reimbursement for the additional overtime payment to the nurse).

2.6.1.6.2. To be compensated for additional costs due to overtime work, the vendor must provide documentation of its direct costs paid to the individual NP, RN, LPN, CNA, or PCA to the reasonable satisfaction of the Contracting Agency.

2.6.1.6.3. For purposes of calculating overtime, the week shall begin at 12:00 am Sunday and end at 11:59 pm the following Saturday, unless the Contracting Agency states otherwise. The Contracting Agency has the sole discretion to determine when the week shall begin for overtime purposes.

2.6.1.6.4. Any work to be paid at an overtime rate shall be requested and/or approved by the Contracting Agency prior to the hours being worked. Should the vendor fail to obtain approval for the overtime rate prior to the hours being worked, no overtime compensation shall be paid.

2.6.1.6.5. Hours worked for other employers or at facilities other than the Contracting Agency's facilities shall not be considered in the determination as to whether overtime compensation is due.

2.6.2. Price Adjustment

At the time of contracting with a PVL vendor, Contracting Agencies may choose to include the price adjustment clause stated in Section 2.6.2.1. It is not mandatory that Contracting Agencies include this clause in a contract under this PVL. No price adjustment will be allowed in contracts other than by inclusion of the price adjustment clause in Section 2.6.2.1. When preparing bids to respond to this IFB, Vendors should assume no such price adjustment will be allowed.

2.6.2.1. A price adjustment may be allowed in the event unanticipated market disruptions occur such that the hourly rates bid by the Contractor in response to Invitation for Bids 2022-04, Preapproved List of Vendors for Professional Nursing Services, are no longer viable for the provision of services required by the Contracting Agency. The Contractor must provide a market analysis regarding the viability of the originally bid rates and rates the Contractor contends would be viable under the current market conditions. The Contractor must also provide cost or pricing data as required by Section 3-403 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. The Contractor shall provide any other documentation or other information required by the Contracting Agency to support the request for a price adjustment. The Contracting Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision should be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted hourly rate

exceeding 110% of the originally bid hourly rate. (For example, an originally bid hourly rate of \$100.00 could be increased up to, but not to exceed, \$110.00 under this clause.)

2.6.3. A Contracting Agency is encouraged, but not required, to contact the lowest-priced Vendor for the professional nursing services needed.

2.7. Insurance Requirements

2.7.1. Each successful bidder shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

2.7.1.1. *Workers' Compensation* as required by the laws of the State of Mississippi;

2.7.1.2. *Comprehensive General Liability or Professional General Liability* with minimum limits of \$1,000,000.00 per occurrence; and,

2.7.1.3. *Employee Dishonesty Insurance or Fidelity Bond Insurance* with third-party liability coverage and with minimum limits of \$100,000.00.

2.7.1.4. *Professional Nursing Insurance* if required by the Contracting Agency.

2.7.2. All insurance policies will list the State of Mississippi as an additional insured, and upon request, the vendor will provide copies of any insurance documentation to the Contracting Agency and/or the Mississippi Department of Finance and Administration.

2.7.3. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

2.7.4. The Contracting Agency may reserve the right to request certificates of insurance directly from the Vendor's insurance carrier regarding the required coverage.

2.7.5. Agencies may require greater limits and will negotiate with Vendors regarding the same.

2.7.6. Any professional nursing staff assigned to a Contracting Agency who has or may have a claim under the workers' compensation laws of the State of Mississippi shall make such a claim against the workers' compensation policy of the Vendor who assigned the staff to the Contracting Agency. The Vendor agrees to defend, indemnify, and hold harmless the Contracting Agency in the event any cost, judgment, fee, or other expense is incurred by the Contracting Agency or its insurer(s) pursuant to the workers compensation laws of Mississippi arising out of a claim by any staff person placed at the Contracting Agency by the Vendor.

2.8. Contract Terms and Conditions

Following establishment of a list of preapproved vendors for professional nursing services, Contracting Agencies will primarily use a contract substantially similar, if not identical, to the

sample contract in Attachment G of this IFB. By submitting a bid, Vendors are acknowledging their willingness to enter such contracts without substantial revision.

2.8.1. The scope requirements in this IFB, the hourly rate bid in response to this IFB, and the contract clauses required to be included in contracts for personal and professional services pursuant to Appendix C of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* are fixed and non-negotiable.

2.8.2. Any contract resulting from this IFB will be for an indefinite quantity of hours to be furnished as requested by the Contracting Agency for fixed hourly rates. Contracting Agencies cannot guarantee any Vendor a minimum number of hours. Contracting Agencies will pay only for hours worked at the request of the Contracting Agency.

2.8.3. At the sole discretion of the Contracting Agency, the following requirements may be included in contracts under this PVL, if the Contracting Agency determines including such requirements is in the best interest of the State:

2.8.3.1. Vendors contracting under this PVL are prohibited from recruiting any professional nursing staff at the Contracting Agency's facility for employment with the Vendor. The prohibition on recruiting applies whether the professional nursing staff are employees of the Contracting Agency, contract workers, independent contractors, or employees assigned by another staffing agency providing professional nursing staff at the Contracting Agency's facility.

2.8.3.2. A person assigned to a Contracting Agency's facility under this PVL may only be assigned to that facility by the Vendor who initially placed the person with the Contracting Agency. That person may not be assigned to the particular facility by another Vendor providing professional nursing services to the Contracting Agency. The Contracting Agency has the sole discretion to waive this requirement when the Contracting Agency determines doing so is in the best interest of the State.

2.8.3.3. Vendors must require all professional nursing staff assigned to the Contracting Agency to sign in and sign out of their shift using a standard timesheet provided by the Contracting Agency. It is the responsibility of the Vendor to ensure the time sheet is appropriately completed and approved by the shift supervisor at the Contracting Agency. Contracting Agencies may refuse to pay for hours where the Vendor failed to ensure the time sheet was appropriately completed by the professional nursing staff and approved by the appropriate supervisor at the time the shift was worked.

2.8.3.4. Vendors must agree to cooperate with the Contracting Agency in any reasonable efforts to prevent fraud, waste, or abuse; in any investigations regarding alleged negligence or intentional misconduct by professional nursing staff assigned to the Contracting Agency by the Vendor; or in any other endeavor the Contracting Agency may undertake to protect the integrity of the services requested, provided, and to be paid for under this contract.

2.8.3.5. The Contracting Agency has the right to refuse any individual professional nursing staff assigned by the Vendor to the Contracting Agency. This right of

refusal is in the sole discretion of the Contracting Agency and does not require that the Contracting Agency provide cause or justification for such refusal.

2.8.3.6. The Vendor must provide all reasonable information requested by the Contracting Agency on its invoices, including but not limited to the professional nursing staff's name, position, dates worked, hours worked, and applicable rate of pay.

2.8.3.7. Throughout the life of the contract, the Vendor's Account Representative as appointed under Section 2.2.3., or any person the Account Representative has appointed in writing to be their designee, is the only person authorized to approve or accept shifts requested by the Contracting Agency. Individual professional nursing staff assigned to the Contracting Agency cannot accept shifts. Acceptance of any shifts by the Vendor shall be done in writing prior to the shift.

2.8.4. Under no circumstances shall any professional nursing staff assigned to a Contracting Agency under a contract resulting from this IFB be considered an employee of the Contracting Agency or the State of Mississippi. The Vendor shall be responsible to comply with all applicable employment and labor laws and regulations, workplace safety requirements, laws regarding taxation, and any other relevant laws, regulations, or legal requirements.

2.8.5. Contracting Agencies may have additional minimum requirements prior to Contracting, including specific certifications, licenses, designations, and/or trainings pertinent to the Contracting Agency's operations. Examples include, but are not limited to, successful drug test passage or completion of specialized training. If required, the Contractor must provide copies of the certifications, licenses, designations, etc., to the Contracting Agency. All certifications and licenses should be current and maintained in accordance with the contract.

2.9. Removal from PVL

Vendors added to the PVL may be removed from the list for cause by the PPRB or added to the debarment list pursuant to Section 5-101, Debarment or Suspension, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, as updated and replaced by PPRB. A vendor's failure to honor submitted hourly rates for five years following the effective date of the PVL may result in removal from the PVL and/or debarment.

Section 3. Bid Submission and Bid Opening

3.1. Bid Submission Format

All bids must be submitted in writing. The bid package must contain the following complete and signed documents:

3.1.1. Bid Cover Sheet (Attachment B)

3.1.2. Bid Form (Attachment C)

A separate bid form must be submitted for each region for which the vendor intends to submit a bid. Bidders must submit all pricing on the bid form. Each Bid Form must be complete and signed by a person who has authority to execute contracts for the Bidder.

3.1.3. References (Attachment E)

Each bidder must furnish a listing of at least three references for whom they have provided services similar to those solicited in this IFB in the prior five years. Each reference must include, at minimum, a contact person, email address, and telephone number for each reference. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. OPSCR must be able to reach two references within two business days of the bid opening. If two references are not able to be reached within two business days, OPSCR may deem the bidder non-responsive. To be considered a responsible bidder, the bidder must score a minimum of six points on two Reference Score Sheets (Attachment F) for a total minimum scoring requirement of 12 points. The references submitted must be familiar with the bidder's abilities in the areas involved with this solicitation. Bidders may submit as many references as desired. OPSCR will contact the references in the order submitted.

3.1.4. Signed Certifications and Assurances (Attachment D)

3.1.5. Acknowledgement of all IFB Amendments which may be issued prior to the closing date.

3.2 Bid Submission Requirements

3.2.1. Bids must be submitted no later than December 16, 2022 at 2:00 pm CST.

3.2.2. Bids may be submitted in the two manners discussed below. Bidders are only required to submit bids in one manner.

3.2.2.1. Submission of Physical Bid

Physical copies of the original signed bid package and one copy of the signed bid package may be submitted in a sealed envelope or package to:

Mississippi Department of Finance and Administration
Office of Personal Service Contract Review
Attn: Shannon Smith
501 North West Street, Suite 700
Jackson, MS 39201

The sealed envelope or package must be labelled:

SEALED BID – DO NOT OPEN
Professional Nursing Services PVL
Preapproved Vendor List
RFx # 3160005563
Bid Opening: December 16, 2022 at 2:30 pm

The time and date of receipt will be indicated on the envelope or package by OPSCR. It is the sole responsibility of the bidder to ensure the package is received by Shannon Smith and the date and time of receipt are indicated on the package.

3.2.2.2. Submission of Bid Electronically

An electronic copy of the original signed bid package may be submitted by electronic mail to the following email addresses:

Shannon.Smith@dfa.ms.gov
Suzanne.Hudson@dfa.ms.gov
OPSCR@dfa.ms.gov

Bids submitted electronically must be submitted to all three email addresses and attached to the email as a PDF. Failure to do so may result in OPSCR deeming the bidder non-responsive. The subject line of the email must read:

SEALED BID Nursing PVL Bid Opening 12.16.22

The time and date stamp on the email as received by Shannon Smith will be considered the time and date of receipt. It is the sole responsibility of the bidder to ensure the email containing the bid package is received by Shannon Smith prior to the submission deadline.

3.2.3. Timely submission of the bid package is the sole responsibility of the bidder. Bids received after the specified time shall be rejected and remain unopened in the procurement file. The bidder assumes all risk regarding delivery of the bid. OPSCR, DFA, and PPRB will not be responsible for delivery delays, packages which are lost in the delivery process, misdirected emails, or other deliver errors.

3.2.4. Bidders shall identify each page of the bid package with the bidder's name.

3.2.5. Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. OPSCR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, OPSCR may request the bidder to withdraw or modify portions deemed non-responsive that do not affect the service's quality, quantity, price, or delivery.

3.2.6. Any bidder claiming its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1) shall

provide an additional copy of the bid package which has the relevant information redacted and cites the specific statutory authority for contention that each redaction is exempt.

3.2.7. Bids submitted via facsimile will not be accepted.

3.3. Cost of a Preparing Bid

The PPRB, DFA, and OPSCR accept no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

3.4. Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purposes 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 bid. The prices quoted shall be inclusive of, but not limited to all required equipment and/or materials, all required insurance, all required overhead, all required profit, and all required licenses, certifications, fees, or permits.

3.5. Withdrawal of a Bid

A bidder may withdraw a bid before the time set for opening bids by making a request in writing to OPSCR. No explanation is required.

3.6. Bid Opening

The bid opening will be held

**December 16, 2022 at 2:30 pm CST
Woolfolk State Office Building
501 North West Street
Jackson, Mississippi 39201
Room 138 North**

The bid opening will be open to the public and will involve opening, reading, and listing the bid price for each bid. No discussions will be entered into with any bidder and no award will be made, either stated or implied, at the bid opening.

3.7. Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids 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 bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

3.8. Note to Agencies and Vendors

Agencies are cautioned that this procurement may not comply with guidelines from outside funding sources such as the federal government or various grants. It is the Contracting Agency's responsibility, when using such funding sources, to verify that this IFB meets all state and federal procurement requirements. *This procurement does not replace currently active service contracts,*

and agencies will not be asked to terminate their current contracts. Agencies do not have to contract with the Vendors on the PVL; however, Agencies who choose to contract using the PVL will not be required to conduct a procurement.

3.9 Minor Informalities

OPSCR reserves the right to waive or allow bidders to correct any minor informalities in the submitted bid package, to the extent such waiver or correction does not prejudice other bidders; meaning the waiver or correction's effect on price, quantity, quality, delivery, or contractual conditions is negligible.

3.10 No Contractual or Property Rights

Consistent with existing State law, no Bidder shall infer or be construed to have any rights or interest to a contract issued under this PVL until final approval is received from all necessary entities and until both the Bidder and a Contracting Agency have executed a valid contract. No property rights inure to any Bidders except for compensation for work performed under a valid, executed contract.

Section 4. Bid Evaluation and Award

4.1 Minimum Qualifications to be Deemed Responsible

A bidder must meet each of the following minimum qualifications to be deemed responsible:

4.1.1. Bidder must have been in business and providing services similar to those being solicited in this IFB for a minimum of two (2) years.

4.1.2. Bidder must have provided a minimum of 40 nursing employee placements over the previous two years.

4.1.3. Bidder must maintain an office in each region bid and must provide all the required information for each region bid, for verification purposes. If the bidder does not have an office in the region, the bidder must explain how it will service the region bid on the Bid Form, Attachment C.

4.1.4. Bidder must receive a total score of 12 or more following reference checks as discussed in Section 3.1.3.

4.1.5. Bidder must submit documentation demonstrating they are currently registered to do business in the State and in good standing with the Mississippi Secretary of State. Bidders who are not currently registered must submit a certification that if named an intended awardee to be placed on the PVL, the bidder will so register within seven days of receiving the Notice of Intent to Award from OPSCR.

4.2 Basis for Award

4.2.1. Bids will be evaluated based on the requirements set forth in this IFB. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids.

4.2.2. Only Bidders who are found responsive and responsible will have their bids considered.

4.2.2.1. *Responsive Bidder:* Bidder must submit its bid, including the Bid Form and all required Attachments and other documents, in a manner which conforms in all material respects to this Invitation for Bids as determined by OPSCR.

4.2.2.2. *Nonconforming Terms and Conditions:* A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. OPSCR reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by OPSCR of non-responsiveness based on the submission of non-conforming terms and conditions.

4.2.2.3. *Conditioning Bid Upon Other Awards:* Any bid 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.

4.2.3. Bid Evaluation Process

For each responsive and responsible bidder, OPSCR will find the average of the various hourly rates for each category of service in each region. *The hourly rate for Travel Nurses will not be included in determination of the average bid price.*

OPSCR will then find the mean of the average bid prices of all responsive and responsible bidders for each category of service in each region. All bidders whose average bid price is less than 125% of the mean for that category of service will be placed on the PVL for the region.

As an example, if there are four responsive and responsible bidders for the Pinebelt region who bid the hourly rates listed below for LPNs and CNAs, OPSCR will first determine the average bid price for each bidder in each category of service.

Licensed Practical Nurses					
Vendor	Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Average Bid Price
A	\$50.00	\$75.00	\$75.00	\$100.00	\$75.00
B	\$40.00	\$60.00	\$80.00	\$80.00	\$65.00
C	\$45.00	\$55.00	\$55.00	\$75.00	\$57.50
D	\$60.00	\$80.00	\$80.00	\$120.00	\$85.00

Certified Nursing Assistants					
Vendor	Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Average Bid Price
A	\$25.00	\$50.00	\$75.00	\$75.00	\$56.25
B	\$30.00	\$40.00	\$40.00	\$50.00	\$40.00
C	\$20.00	\$35.00	\$40.00	\$50.00	\$36.25
D	\$45.00	\$60.00	\$75.00	\$90.00	\$67.50

OPSCR will then determine the mean of the average bid prices for all bidders in each category of service. The maximum bid price that will be placed on the PVL will be 125% of the mean.

	Mean of Average Bid Price	125% of Mean
Licensed Practical Nurses	\$70.63	\$88.28
Certified Nursing Assistants	\$50.00	\$62.50

In the example above, all four Vendors would be placed on the PVL for LPNs because all average bid prices are below 125% of the mean. For CNAs, Vendors A, B, and C would be placed on the PVL, but Vendor D would not be placed on the PVL because its average bid price is above 125% of the mean.

4.3. Award Notification

After review of the bids, OPSCR will post its Notice of Intent to Award on the DFA website and the procurement portal, and will notify all bidders by email.

4.4. Rolling Awards

OPSCR will continuously accept bids for placement on the PVL. Upon approval by the PPRB, the PVL will be updated on July 1, 2024 and July 1, 2025.

4.4.1. Bids for Rolling Awards to be awarded on July 1, 2024 must be submitted in accordance with Section 3 of this IFB and must be received by OPSCR no later than April 15, 2024 at 2:00 pm CST.

4.4.1.1. The Bid Opening for any such awards will be held:

April 15, 2024 at 2:30 pm CST
Woolfolk State Office Building
501 North West Street
Jackson, Mississippi 39201
Room 117 South

4.4.2. Bids for Rolling Awards to be awarded on July 1, 2025 must be submitted in accordance with Section 3 of this IFB and must be received by OPSCR no later than April 15, 2025 at 2:00 pm CST.

4.4.2.1. The Bid Opening for any such awards will be held:

April 15, 2025 at 2:30 pm CST
Woolfolk State Office Building
501 North West Street
Jackson, Mississippi 39201
Room 117 South

4.4.3. Bidders seeking inclusion on the updated PVL shall submit the bid in accordance with Section 3.2.2. Bidders should adjust the information required to be included on the sealed package or email subject line to reflect the relevant Bid Opening date.

4.4.4. Any bids received after December 16, 2022 at 2:00 pm CST will be held by OPSCR and considered for inclusion in the updated list published on July 1, 2023. Any bids received after April 15, 2024 at 2:00 pm CST will be held by OPSCR and considered for inclusion in the updated list published on July 1, 2025. Any bids received after April 15, 2015 at 2:00 pm CST will not be considered for inclusion in the PVL resulting from this IFB.

4.4.5. All bidders must be responsive and responsible, as described in this IFB.

4.4.6. OPSCR will not include bidders on the updated PVL whose average hourly rate exceeds 125% of the mean of the average hourly rate for the service category in the particular region. The mean will be determined by only those bids submitted for inclusion on the original PVL (i.e., submitted on or before December 16, 2022 at 2:00 pm CST in response to this IFB). For additional information, see Section 4.2.3.

4.4.7. Any bids included on an updated PVL will be placed on the PVL after the original list of vendors.

4.4.8. Any bidder submitting a bid after December 16, 2022 at 2:00 pm CST agrees to all the terms, conditions, and requirements as if it originally submitted the bid on December 16, 2022.

4.4.9. Any bidder submitting a bid after December 16, 2022 at 2:00 pm CST has the debriefing and protests rights described in Section 5 of this IFB.

Section 5. Debriefing and Protest

5.1. Post-Award Vendor Debriefing

5.1.1. A bidder, successful or unsuccessful, has the right to request a post-award debriefing, in writing by email to Shannon Smith at Shannon.Smith@dfa.ms.gov.

5.1.2. A debriefing must be requested within three business days of the Notice of Intent to Award.

5.1.2.1. A debriefing is “requested” when the written request is received by Shannon Smith. The responsibility to timely deliver the request to OPSCR lies entirely with the bidder, and the bidder bears all risk of delivery.

5.1.3. Unless good cause exists for a delay, a debriefing typically occurs within three business days of receipt of the written request.

5.1.4. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a bidder prefers to have legal representation present, the bidder must notify OPSCR in writing and identify its attorney by name, address, and telephone number. OPSCR will schedule the debriefing at a time when appropriate legal counsel can be present.

5.1.5. At a minimum, the debriefing information shall include:

5.1.5.1. The agency’s evaluation of significant weaknesses or deficiencies in the debriefed bidder’s bid;

5.1.5.2. The overall evaluated cost or price of the successful bidder(s) and the debriefed bidder;

5.1.5.3. The overall ranking of all vendors, if the OPSCR develops a ranking during the selection process;

5.1.5.4. A summary of the rationale for the contract award; and

5.1.5.5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

5.1.6. The debriefing shall not include a point-by-point comparison of the debriefed bidder’s bid with those of other bidders.

5.1.7. For additional information regarding Post-Award Debriefing, please see Section 7-113 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

5.2. Protest of Solicitation or Award

5.2.1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to Shannon Smith.

5.2.2. A protest must be submitted, in writing, by email or hand delivery, within seven calendar days of the Notice of Intent to Award or within seven calendar days of the solicitation posting if the protest is based on the solicitation.

5.2.3. Protests filed after seven calendar days will not be considered.

5.2.3.1. A protest is considered filed when it is received by Shannon Smith. It is the sole responsibility of any protesting party to ensure timely delivery of the protest to the appropriate person, and the protesting party bears all risk of delivery.

5.2.4. Protestors should seek resolution of their complaints initially with OPSCR, and such protest shall be decided by the Executive Director of DFA who will issue a statement in writing.

5.2.4.1. Any person adversely affected by the protest decision of the Executive Director of DFA may appeal administratively to the Public Procurement Review Board. Any such appeal must be filed within seven calendar days of receipt of a protest decision of the Executive Director of DFA.

5.2.5. Should a protestor wish to, instead, seek resolution of their protest directly to the PPRB, the protest must be submitted to Brittney Thompson, Director of OPSCR, and shall clearly state, "PROTEST SUBMITTED DIRECTLY TO PPRB."

5.2.5.1. A protest directly to the PPRB can be submitted to:

Brittney Thompson, Director
Office of Personal Service Contract Review
Mississippi Department of Finance and Administration
501 North West Street, Suite 700
Jackson, Mississippi 39201
Brittney.Thompson@dfa.ms.gov

5.2.5.2. Any party filing a protest directly to PPRB shall file a written protest with Brittney Thompson, by email or hand delivery, within seven calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven calendar days of the solicitation posting or award.

5.2.5.3. The PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation.

5.2.6. A protest must be in writing, dated, and signed by the protestor. It must also include:

5.2.6.1. The name and address of the protestor;

5.2.6.2. An appropriate identification of the procurement and, if a contract has been awarded, its number;

5.2.6.3. A statement of the specific basis for the protest and a statement of the reason(s) for protest, citing the law(s), rule(s), regulation(s), or procedure(s) on which the protest is based;

5.2.6.4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated, and

5.2.6.5. Be submitted in an envelope labelled “PROTEST” or via email with a subject line that reads “PROTEST.”

5.2.7. In the event of a timely protest, OPSCR will not proceed further with the solicitation or the award of the contract until the Public Procurement Review Board approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

ATTACHMENT A: Regional Map

North Delta

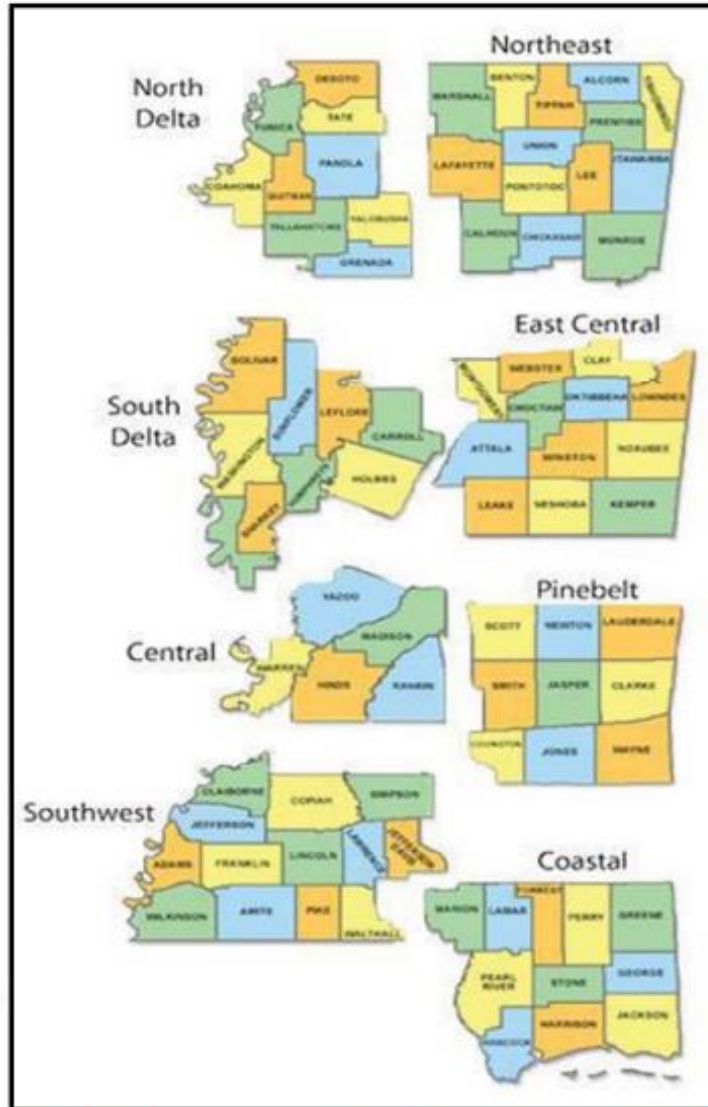
Coahoma
Desoto
Grenada
Panola
Quitman
Tallahatchie
Tate
Tunica
Yalobusha

South Delta

Bolivar
Carroll
Holmes
Humphreys
Issaquena
Leflore
Sharkey
Sunflower
Washington

Central

Hinds
Madison
Rankin
Warren
Yazoo



Northeast

Alcorn
Benton
Calhoun
Chickasaw
Itawamba
Lafayette
Lee
Marshall
Monroe
Pontotoc
Prentiss
Tippah
Tishomingo
Union

East Central

Attala
Choctaw
Clay
Kemper
Leake
Lowndes
Montgomery
Neshoba
Noxubee
Oktibbeha
Webster
Winston

Southwest

Adams
Amite
Claiborne
Copiah
Franklin
Jefferson
Jefferson Davis
Lawrence
Lincoln
Pike
Simpson
Walthall
Wilkinson

Pinebelt

Clarke
Covington
Jasper
Jones
Lauderdale
Newton
Scott
Smith
Wayne

Coastal

Forrest
George
Greene
Hancock
Harrison
Jackson
Lamar
Marion
Pearl River
Perry
Stone

ATTACHMENT B: Bid Cover Sheet

The Office of Personal Service Contract Review at the Mississippi Department of Finance and Administration, on behalf of the Public Procurement Review Board, is seeking to establish a list of vendors for Professional Nursing Services to be used on an as-needed basis by state agencies under the purview of the PPRB.

Bids are to be submitted on or before **December 16, 2022 at 2:00 pm CST.**

Envelopes and/or packages containing sealed bids must be marked:

Professional Nursing Services
RFx # 3160005563
Bid Opening: December 16, 2022 at 2:30 pm
SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

Email: _____

FEI/FIN# (if company, corporation or partnership): _____

Social Security # (if individual): _____

In addition to providing the above contact information, please answer the following questions regarding your company. *This information may be provided to prospective Contracting Agencies on the list of preapproved vendors.*

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation: _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. _____

For how many customers has your company provided professional nursing services in the past two years? Please include the dates, the size company of the area maintained, and the annual amount of the billing to each customer. _____

What is the largest customer your company has provided professional nursing services for in the past two years? Please include the average number of professional nursing staff placed with that customer on a monthly basis and the annual amount of the billing. _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

ATTACHMENT C: Bid Form

Professional Nursing Services

Company: _____ Region: _____

Company Representative: _____ Title: _____

Telephone: _____ Email: _____

The pricing quoted shall be inclusive of, but not limited to all required insurance; overhead; profit; materials; travel time; training; certifications; business and professional licenses, permits, or fees; and all other costs. All pricing for professional nursing services should include all associated costs with no additional or hidden fees.

Nurse Practitioners (NP)					
Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Travel Nurse Hourly Rate	Number of Available NPs

Registered Nurses (RN)					
Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Travel Nurse Hourly Rate	Number of Available RNs

Licensed Practical Nurses (LPN)					
Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Travel Nurse Hourly Rate	Number of Available LPNs

Certified Nursing Assistants (CNA)					
Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Travel Nurse Hourly Rate	Number of Available CNAs

Personal Care Attendants (PCA)					
Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Travel Nurse Hourly Rate	Number of Available PCAs

Location of Bidders' Office in Region: _____

If your company is not physically located in the region, how will you supply professional nursing services to agencies in the region?

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 Invitation for Bids (RFx # 3160005563), the attachments hereto, and any amendments;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, the attachments hereto, and any amendments;
3. That it is licensed, certified, and possess the requisite credentials to perform professional nursing services.
4. That the company agrees to all provisions of this Invitation for Bids, the attachments hereto, and any amendments;
5. That the company will perform, without delay, the services required at the prices quoted above; and
6. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Signature: _____ Date: _____

ATTACHMENT D: Certifications & Assurances

As an authorized signatory for _____,
I make the following certifications and assurances as a required element of the bid(s) 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):

1. *REPRESENTATION REGARDING CONTINGENT FEES*: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
2. *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 *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
3. *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.
4. *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 not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
5. *NON-DEBARMENT*: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
6. Bidder certifies that it can provide services in the entire region for each region on which it has submitted a bid.
7. Bidder certifies that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids, the attachments hereto, and any amendments.

Name: _____ Title: _____

Signature: _____ Date: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid.

ATTACHMENT E: References

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Bidder may submit as many references as desired by submitting as many additional copies of Attachment E, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. OPSCR must be able to contact two references within two (2) business days of bid opening or the bidder may be deemed non-responsive.

ATTACHMENT F: Reference Score Sheet

[To Be Completed by OPSCR Only]

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide professional nursing services when you called?	Yes	No
Satisfied with the professional nursing services provided by the vendor, if any? If no, please explain.	Yes	No
Vendor easy to work with when scheduling professional nursing services?	Yes	No
Were the professional nursing services provided on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the bidder’s organization? If yes, please explain.	Yes	No
---	-----	----

Called by: _____

Notes:

ATTACHMENT G: Sample Contract

CONTRACT FOR PROFESSIONAL NURSING SERVICES

- 1. Parties.** The parties to this contract are the [Agency] (hereinafter “Agency”) and [Contractor] (hereinafter “Contractor”).
- 2. Purpose.** The purpose of this contract is for the Agency to engage Contractor to provide certain professional nursing services for the Agency, to include Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, and Personal Care Attendants.
- 3. Scope of Services.** Contractor will perform and complete in a timely and satisfactory manner the services described in *Exhibit A: Scope of Services*, which is attached hereto and made a part hereof by reference. The scope of services is from IFB No. 2022-04, Preapproved List of Vendors for Professional Nursing Services, which is incorporated herein by reference. Contractor is one of the preapproved vendors selected through the above referenced IFB for the [Region(s)].
- 4. General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in *Exhibit B: Additional Terms and Conditions*, which is attached hereto and made a part hereof by reference. The scope requirements in IFB No. 2022-04, the hourly rate bid in response to IFB 2022-04, and the contract clauses required to be included in contracts for personal and professional services pursuant to Appendix C of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* are fixed and non-negotiable
- 5. Consideration.** As consideration for the performance of the services referenced in Exhibit A, the Agency agrees to compensate Contractor as provided in *Exhibit C: Compensation*, which is attached hereto and made a part hereof by reference.
- 6. Period of Performance.** This contract will become effective for the period beginning [DATE] and ending on [DATE], upon the approval and signature of the parties hereto. The Agency has the option to renew the contract as long as the contract was entered into on or before June 30, 2026 and the period of performance ends no later than June 30, 2028, as set by IFB No. 2022-04, Preapproved List of Vendors for Professional Nursing Services. Renewals must be approved by the PPRB.
- 7. Method of Payment.** Contractor agrees to accept payments referenced in Paragraph 5 to be paid as billed by Contractor, upon review and approval by Agency. Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing and any additional information requested by the Agency. The final invoice is to be submitted no later than [DATE]. Contractor is classified as an independent contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as gross amounts. Contractor invoices shall be submitted to the Agency as set forth in Paragraph 22.
- 8. 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.
- 9. Approval.** 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.

- 10. 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 time 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.
- 11. Representation Regarding Contingent Fees.** Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
- 12. 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 *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
- 13. 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.
- 14. Insurance.**
- a. Contractor shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:
 - i. *Workers' Compensation* as required by the State of Mississippi;
 - ii. *Comprehensive General Liability or Professional General Liability* with minimal limits of \$1,000,000.00 per occurrence;
 - iii. *Employee Dishonesty Insurance or Fidelity Bond Insurance* with third party liability coverage and with minimal limits of \$100,000.00; and
 - iv. *Professional Nursing Insurance* if required by the Agency.
 - v. [Any other insurance required by the Agency should be placed here.]
 - b. All insurance policies will list the State of Mississippi as an additional insured and upon request, the Contractor will provide copies of any insurance documentation to the Agency.
 - c. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

- d. The Agency reserves the right to request from carriers, certificates of insurance regarding the required coverage.
- e. Any professional nursing staff assigned to the Agency by the Contractor who has or may have a claim under the workers' compensation laws of the State of Mississippi shall make such a claim against the workers' compensation policy of the Contractor. The Contractor agrees to defend, indemnify, and hold harmless the Agency in the event any cost, judgment, fee, or other expense is incurred by the Agency or its insurer(s) pursuant to the workers compensation laws of Mississippi arising out of a claim by any staff person placed at the Agency by the Contractor.

15. Stop Work Order.

- a. *Order to Stop Work:* The Agency, 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 Agency 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 Agency 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.

16. 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.

17. 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 Agency, 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 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 a termination for convenience.

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.

18. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by the [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.

19. 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.*

20. 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.

21. 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 Mississippi 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.

- 22. **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.
- 23. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the *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. **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.
- 25. **Approval.** It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
- 26. **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 [Agency] 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 [Agency] for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the [Agency] 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 the [Agency] 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.
- 27. No professional nursing staff assigned to the Agency under this contract shall be considered an employee of the Agency or the State of Mississippi. The Contractor shall be responsible to comply with all applicable employment and labor laws and regulations, workplace safety requirements, laws regarding taxation, and any other relevant laws, regulations, or legal requirements.
- 28. The Contractor may be removed from the Preapproved Vendor List for cause by the PPRB or added to the debarment list pursuant to Section 5-101, Debarment or Suspension, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, as updated and replaced by PPRB. Should Contractor fail to honor the hourly rates submitted in response to IFB 2022-04, Preapproved List of Vendors for Professional Nursing Services, for five years following the effective date of the PVL, Contractor may be removed from the PVL and/or debarred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____

DATE

By: _____

EXHIBIT A: SCOPE OF SERVICES

I. Contractor shall provide services on an as-needed basis in the following five categories of service:

1. Nurse Practitioners (NP)

The minimum requirements for staff to be placed at an Agency requesting Nurse Practitioners are:

- a. Master's Degree in nursing or a Doctor of Nursing Practice doctoral degree;
- b. License or certification as a Nurse Practitioner from the State of Mississippi, which is valid, current, and in good standing;
- c. Certification as a nurse practitioner by a recognized national certifying body that has established standards for nurse practitioners;
- d. Collaboration with one or more physicians to deliver healthcare services with medical direction and appropriate supervision as required by the State of Mississippi (the collaborating physician does not have to be present when services are furnished by the NP);
- e. Provides all services in the scope of practice for Nurse Practitioners in the State of Mississippi, as requested by the Agency or required by the population served by the Agency;
- f. Two years of experience as a practicing Nurse Practitioner;
- g. Ability to maintain effective communication with patients, families, and members of the healthcare staff;
- h. Ability to provide documentation, prepare reports and maintain patient records, including computer skills necessary for the same;
- i. Ability to participate in defining, interpreting, and implementing standards, policies, and procedures that affect the delivery of nursing care services;
- j. Ability to participate in regular in-service;
- k. Other Nurse Practitioner skills, as required by the Agency.

2. Registered Nurses (RN)

The minimum requirements for staff to be placed at an Agency requesting Registered Nurses are:

- a. High school diploma or GED;
- b. Graduation from an accredited nursing program and/or college or university;
- c. License or certification as a Registered Nurse from the State of Mississippi, which is valid, current, and in good standing;
- d. Two years of experience as a practicing Registered Nurse;
- e. Ability to administer prescribed medication and medical treatments following standard nursing procedures;
- f. Ability to assess and monitor physical and/or mental conditions of patients;
- g. Ability to maintain effective communication with patients, families, and members of the health care staff;
- h. Ability to provide documentation, prepare reports and maintain patient records, including computer skills necessary for the same;
- i. Ability to participate in defining, interpreting, and implementing standards, policies, and procedures that affect the delivery of nursing care services;
- j. Ability to participate in regular in-service;
- k. Other Registered Nurse skills, as required by the Agency.

3. Licensed Practical Nurses (LPN)

The minimum requirements for staff to be placed at an Agency requesting Licensed Practical Nurses are:

- a. High school diploma or GED;
- b. Completion of an accredited practical nursing program;

- c. License or certification as a Practical Nurse from the State of Mississippi, which is valid, current, and in good standing;
- d. One year of experience as a practicing Licensed Practical Nurse;
- e. Ability to administer prescribed medication and medical treatments following standard nursing procedures;
- f. Ability to monitor physical and/or mental conditions of patients;
- g. Ability to maintain effective communication with patients, families, and members of the health care staff;
- h. Ability to provide documentation, prepare reports, and maintain patient records, including computer skills for the same;
- i. Other Licensed Practical Nurse skills, as required by the Agency.

4. Certified Nursing Assistants (CNA)

The minimum requirements for staff to be placed at an Agency requesting Certified Nursing Assistants are:

- a. High school diploma or GED;
- b. License or Certification as a Certified Nursing Assistant from the State of Mississippi, which is valid, current, and in good standing;
- c. Six months experience as a Certified Nursing Assistant in a healthcare setting;
- d. Ability to participate in activities with patients;
- e. Ability to assist residents in all areas of physical care and hygiene;
- f. Ability to perform housekeeping duties;
- g. Ability to write non-technical reports and participate in training sessions, including computer skills for the same;
- h. Ability to stand for long periods and perform physically demanding tasks, including lifting or repositioning patients;
- i. Other Certified Nursing Assistant skills, as required by the Agency.

5. Personal Care Attendant (PCA)

The minimum requirements for staff to be placed at an Agency requesting Personal Care Attendants are:

- a. Eighteen years of age or older;
- b. High school diploma or GED;
- c. Possess a valid state issued identification and have access to reliable transportation;
- d. Successfully complete any training course required by the Agency, including passing a scored examination if required;
- e. Satisfactorily complete any skills assessment conducted by the Agency to ensure the attendant's ability to provide the necessary care safely and appropriately;
- f. Demonstrate the maturity, responsibility, and general ability to work well with the specific population the Agency is seeking Personal Care Attendants to serve;
- g. Six months experience as a Personal Care Attendant;
- h. Ability to function independently without constant supervision;
- i. Physically and mentally able to perform the job tasks required including lifting and transferring and assisting residents in all areas of physical care and hygiene;
- j. Have communication and interpersonal skills with the ability to deal effectively, assertively, and cooperatively with a variety of people;
- k. Maintain current and active first aid and CPR certification;
- l. Be able to carry out and follow verbal and written instructions;
- m. Ability to write non-technical reports and participate in training sessions, including computer skills for the same;
- n. Other Personal Care Attendant skills, as required by the Agency.

II. Detailed Scope to be Provided by the Agency

The Agency will provide a detailed scope and specific work requirements at the time of contracting. Such scope and requirements will include, but are not limited to, a description of work activities, a definition of deliverables, time frames, and budget parameters. The Contractor must maintain a sufficient pool of qualified staff large enough to meet the Agency's needs within two hours. [Any details regarding the scope of work from the Agency should be included here.]

III. With regard to the provision of these services, the Contractor shall:

1. Provide the required number of qualified, competent, well-trained, drug-free, and appropriately dressed nurses to perform the required duties during the required shifts, seven days a week, including weekends and holidays, as needed;
2. Accurately describe the required job duties to all professional nursing employees;
3. Assign an Account Representative to work directly with the designated Agency Representative managing the contract;
4. Designate a contact person for communication with the Agency who is available 24 hours per day, seven days per week, 365 days per year; at the discretion of the Agency, the Contractor may designate more than one person to meet this requirement.
5. Provide a copy of the current license or certification, as applicable, for each contract professional nursing employee assigned to the Agency. The license or certification shall be provided at the time designated by the Agency, but no later than when the employee clocks in for his or her first shift at the Agency;
6. Ensure that each contract professional nursing employee has annual tuberculosis test results on file and evidence of current cardiopulmonary resuscitation (CPR) certification prior to assigning that employee to any Agency;
7. Provide orientation for all contract professional nursing employees before the first assignment to any Agency, include a competency checklist in oxygen administration, glucose monitoring, medication administration, HIPAA compliance, patient safety, and any information about the facility required by the Agency;
8. If requested by the Agency, arrange for contract professional nursing employees to complete an orientation specific to the Agency at the time required by the Agency;
9. Ensure that contract professional nursing employees fully comply with the Agency's policies and procedures, the applicable standards of care, Joint Commission standards, and all applicable regulations as now existing or as may be modified;
10. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes. It is the sole responsibility of the Contractor to be in compliance with laws or regulations requiring an employer to withhold and/or pay employment related taxes or other withholdings required by law;

11. Abide by all ordinances and laws pertaining to the Agency's operation and secure all required licenses and permits;
12. Make all unemployment compensation contributions required by federal and state law and process claims as required;
13. Ensure that the contract professional nursing employee understands work commitments and reports to work at the time and place specified by the Agency;
14. Replace any contract worker(s) or employee(s) not performing to the satisfaction of the Agency within two hours of a request to do so by the Agency and at no additional expense to the Agency;
15. Perform all services provided in the contract with the Agency per customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agencies;
16. Provide the Agency a valid Health Care Staffing Services (HCSS) Certification;
17. Provide the information required for a Agency to perform a criminal background check or drug screening of a contract employee, if requested; or alternatively perform the criminal background check or drug screening and verify the results to the Agency.
 - a. If the Agency requests that the Contractor conduct the criminal background check or drug screening, the Agency and the Contractor may negotiate a fee for that service. The negotiated fee may not exceed the direct costs to the Contractor to perform the criminal background check or drug screening, including the cost of employee time required to schedule and process the check or screening. The Contractor must provide documentation to the satisfaction of the Agency of the direct costs, and the Agency and the Contractor must agree to a fixed price for performance of the criminal background check or drug screening prior to performance of any such check or screening.
18. Provide an Abuse Registry Check for all professional nursing staff placed at the Agency, if requested;
19. At the request of the Agency, arrange for a Agency to interview any professional nursing staff who may be placed at the Agency for up to one hour, at the Contractor's expense; and
20. Certify that all nurse personnel have no adverse finding of abuse or negligent appropriation of abuse.
21. Contractor must abide by all policies, procedures, and laws pertaining to the Agency's operation at all times, including but not limited to:
 - a. All state facilities are non-smoking; personnel must adhere to this requirement. The use of tobacco products is prohibited except within designated smoking areas.
 - b. Having any illegal drug or alcoholic beverage in one's possession while on state property is prohibited. Personnel shall not consume any unlawful or illegally obtained drug or alcoholic beverage while on duty.
 - c. Personnel should refrain from using foul, abusive, or profane language on state property.
 - d. Personnel shall not flirt or fraternize with Agency personnel or any visitor at the Agency.
 - e. Personnel shall not solicit or otherwise interfere with the work of Agency employees.
 - f. Personnel shall not engage in personal activities such as, but not limited to, texting, personal phone calls, or reading magazines while on the job and shall comply with the Agency's restrictions regarding visitation with friends, family members, or acquaintances while on the job.

- g. Contracting Agency reserves the right to inspect and search all Contractor personnel or vehicles anytime while on facility grounds.
 - h. Personnel is required to sign in and sign out at most state facilities. Personnel must strictly observe security provisions for all state facilities.
 - i. Personnel may be required to provide photographic identification for inspection upon entering state facilities or grounds. Employees must wear clearly visible personnel identification badges, visitor badges, or personal identification of the individual employee.
 - j. Deviations from any of the policies in Section 2.2.21. may be considered grounds for contract termination.
22. Ensure all personnel providing professional nursing services at the Agency have any vaccines required by the Agency, including but not limited to up-to-date vaccinations for COVID-19 and influenza. Appropriate documentation of the vaccination status of any personnel assigned to the Agency shall be provided at the request of the Agency.
23. At the request of the Agency, execute and comply with a Business Associate Agreement regarding requirements related to the Health Insurance Portability and Accountability Act of 1996.

IV. The Agency may choose to include the following clauses in this contract if the Agency determines including such requirements is in the best interest of the State:

- 1. Contractor is prohibited from recruiting any professional nursing staff at the Agency's facility for employment with the Contractor. The prohibition on recruiting applies whether the professional nursing staff are employees of the Agency, contract workers, independent contractors, or employees assigned by another staffing agency providing professional nursing staff at the Agency's facility.
- 2. A person assigned to a Agency's facility may only be assigned to that facility by the vendor who initially placed the person with the Agency. That person may not be assigned to the particular facility by another vendor providing professional nursing services to the Agency. The Agency has the sole discretion to waive this requirement when the Agency determines doing so is in the best interest of the State.
- 3. Contractor must require all professional nursing staff assigned to the Agency to sign in and sign out of their shift using a standard timesheet provided by the Agency. It is the responsibility of the Contractor to ensure the time sheet is appropriately completed and approved by the shift supervisor at the Agency. Agencies may refuse to pay for hours where the Contractor failed to ensure the time sheet was appropriately completed by the professional nursing staff and approved by the appropriate supervisor at the time the shift was worked.
- 4. Contractor agrees to cooperate with the Agency in any reasonable efforts to prevent fraud, waste, or abuse; in any investigations regarding alleged negligence or intentional misconduct by professional nursing staff assigned to the Agency by the Contractor; or in any other endeavor the Agency may undertake to protect the integrity of the services requested, provided, and to be paid for under this contract.
- 5. The Agency has the right to refuse any individual professional nursing staff assigned by the Contractor to the Agency. This right of refusal is in the sole discretion of the Agency and does not require that the Agency provide cause or justification for such refusal.
- 6. The Contractor must provide all reasonable information requested by the Agency on its invoices, including but not limited to the professional nursing staff's name, position, dates worked, hours worked, and applicable rate of pay.

7. Throughout the life of the contract, the Contractor's Account Representative as appointed under Section 2.2.3., or any person the Account Representative has appointed in writing to be their designee, is the only person authorized to approve or accept shifts requested by the Agency. Individual professional nursing staff assigned to the Agency cannot accept shifts. Acceptance of any shifts by the Contractor shall be done in writing prior to the shift.

V. Additional Requirements

[The Agency may have additional minimum requirements prior to Contracting, including specific certifications, licenses, designations, and/or trainings pertinent to the Agency's operations. Examples include, but are not limited to, successful drug test passage or completion of specialized training. If required, the Contractor must provide copies of the certifications, licenses, designations, etc., to the Agency. All certifications and licenses should be current and maintained in accordance with the contract. Any such additional requirements should be stated here.]

EXHIBIT B: ADDITIONAL 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. Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 3. Authority to Contract.** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 4. Information Designated by Contractor as Confidential.** Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.
- 5. Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that the [Agency] is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the [Agency] pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the [Agency] shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The [Agency] shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 6. Contractor Personnel.** The [Agency] shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the [Agency] reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the [Agency] in a timely manner and at no additional cost to the [Agency]. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 7. Debarment and Suspension.** Contractor certifies to the best of its knowledge and belief, that it:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

8. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

9. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- d. is independently developed by the recipient without any reliance on confidential information;
- e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- f. is disclosed with the disclosing party’s prior written consent.

10. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.

11. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the [Agency], 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 the [Agency] may have.

- 12. Failure to Enforce.** Failure by the [Agency] 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 the [Agency] to enforce any provision at any time in accordance with its terms.
- 13. Final Payment.** Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the [Agency] a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
- 14. 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.
- 15. 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.
- 16. 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 State's concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 17. 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 the [Agency], and the [Agency] shall be at no time legally responsible for any

negligence or other wrongdoing by Contractor, its servants, agents, or employees. The [Agency] 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, the [Agency] shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.

- 18. Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
- 19. 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.
- 20. No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages
- 21. Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
Contact Person, Title	Contact Person, Title
Agency	Agency
Address	Address
City, State, Zip	City, State, Zip

- 22. 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.
- 23. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the [Agency] and agreed to by Contractor.
- 24. Ownership of Documents and Work Papers.** The [Agency] 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 the [Agency] 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 the [Agency] and subject to any copyright protections.
- 25. Priority.** The contract consists of this agreement, the Invitation for Bids (IFB No. 2022-04), and the bid submitted by [Comments] as reflected on the Preapproved Vendor List resulting from that IFB. Any

ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB, and, if still unresolved, by reference to the PVL. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

- 26. Quality Control.** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the [Agency].
- 27. 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.
- 28. Renewal of Contract.** The contract may be renewed at the discretion of the Agency for a period of [NUMBER] successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed [NUMBER], or extend past June 30, 2028.
- 29. Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the [Agency], the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the [Agency]. The rights of the [Agency] are in addition and without prejudice to any other right the [Agency] may have to claim the amount of any loss or damage suffered by the [Agency] on account of the acts or omissions of Contractor.
- 30. Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by the [Agency] 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 the [Agency], 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.
- 31. Right to Inspect Facility.** The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 32. 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.

- 33. State Property.** Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 34. Third Party Action Notification.** Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 35. Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by the [Agency] to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the [Agency], immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the [Agency] shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 36. Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

EXHIBIT C: COMPENSATION

The Contractor will charge the hourly rates listed below, as submitted for the [REGION] in response to IFB No. 2022-04, Preapproved List of Vendors for Professional Nursing Services:

	Standard Hourly Rate	Weekend Hourly Rate	Holiday Hourly Rate	Hazard Pay Hourly Rate	Travel Nurse Hourly Rate
Nurse Practitioner					
Registered Nurse					
Licensed Practical Nurse					
Certified Nursing Assistant					
Personal Care Attendant					

Fixed Price, Indefinite Quantity Contract

This contract is for an indefinite quantity of hours to be furnished as requested by the Agency for fixed hourly rates. The Agency cannot guarantee a minimum number of hours. The Agency will pay only for hours worked at the request of the Agency. In consideration of services provided, the [Agency] agrees to pay the Contractor the hourly rates stated in an amount not to exceed [Contract Maximum Amount].

Optional Price Adjustment Clause

The hourly rates stated herein shall remain firm, valid, and renewable for five years following the effective date of the PVL, except a price adjustment may be allowed in the event unanticipated market disruptions occur such that the hourly rates bid by the Contractor in response to Invitation for Bids 2022-04, Preapproved List of Vendors for Professional Nursing Services, are no longer viable for the provision of services required by the Agency. The Contractor must provide a market analysis regarding the viability of the originally bid rates and rates the Contractor contends would be viable under the current market conditions. The Contractor must also provide cost or pricing data as required by Section 3-403 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. The Contractor shall provide any other documentation or other information required by the Agency to support the request for a price adjustment. The Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision should be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the hourly rates being result in the adjusted hourly rate exceeding 110% of the originally bid hourly rate. (For example, an originally bid hourly rate of \$100.00 could be increased up to, but not to exceed, \$110.00 under this clause.)

Hourly Rates in the Compensation Chart shall be defined as follows:

1. Standard Hourly Rate

The Standard Hourly Rate shall be billed for hours worked between 12:00 am Monday through 11:59 pm the following Friday which do not qualify for holiday pay, and in which the required work does not qualify for hazard pay.

2. Weekend Hourly Rate

The Weekend Hourly Rate shall be billed for hours worked between 12:00 am Saturday through 11:59 pm the following Sunday which do not qualify for holiday pay, and in which the required work does not

qualify for hazard pay. Any work to be paid at this rate shall be requested and/or approved by the Agency prior to the hours being worked.

3. Holiday Hourly Rate

The Holiday Hourly Rate shall be billed for hours worked between 12:00 am and 11:59 pm on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Agency shall have the sole discretion to recognize more, but not less, holidays than those listed here to be paid at the Holiday Hourly Rate. Any work to be paid at this rate shall be requested and/or approved by the Agency prior to the hours being worked.

4. Hazard Pay Hourly Rate

The Hazard Pay Hourly Rate shall be billed where the work required by the Agency involves exposure to hazardous conditions. The Agency has the sole discretion and authority to define the conditions which qualify for hazard pay and determine what work, if any, qualifies to be billed at the hazard rate. Any work to be paid at this rate shall be requested and/or approved by the Agency prior to the hours being worked. Should the Contractor fail to obtain approval for the hazard pay hourly rate prior to the hours being worked, the standard, weekend, or holiday hourly rate applicable to the day and time worked shall be paid.

5. Travel Nurse Hourly Rate

The Contractor is responsible to discuss the length of the assignment available with the Agency to determine whether use of a travel nurse is a feasible option. Any hours to be paid at the travel nurse rate must be requested and/or approved by the Agency prior to the hours being worked. The Agency shall not pay for hours which are not actually worked, and therefore cannot guarantee a minimum number of hours. The Contractor bears the risk that the Agency's needs may change regarding use of travel nurses. For additional information, see paragraph 25 of this Contract.

6. Overtime

Overtime shall be defined as hours in excess of 40 worked by a single individual at the Agency's facility in a one-week period. The Agency shall pay the applicable hourly rate plus a direct reimbursement for costs paid by the Contractor to the individual NP, RN, LPN, CNA, or PCA due to the overtime hours worked.

- a. As an example, a Contractor bid \$50.00 per hour for the standard hourly rate and compensates the nurse \$40.00 per hour for standard business hours. Assuming the nurse is paid time-and-a-half by the Contractor for overtime hours worked during standard business hours, or \$60.00 per hour, the additional cost to the Contractor is \$20.00 per hour. Therefore, the Agency would pay the Contractor \$70.00 per overtime hours worked during standard business hours (\$50.00 for the standard hourly rate plus the \$20.00 direct reimbursement for the additional overtime payment to the nurse).
- b. To be compensated for additional costs due to overtime work, the Contractor must provide documentation of its direct costs paid to the individual NP, RN, LPN, CNA, or PCA to the reasonable satisfaction of the Agency.
- c. For purposes of calculating overtime, the week shall begin at 12:00 am Sunday and end at 11:59 pm the following Saturday, unless the Agency states otherwise. The Agency has the sole discretion to determine when the week shall begin for overtime purposes.
- d. Any work to be paid at an overtime rate shall be requested and/or approved by the Agency prior to the hours being worked. Should the Contractor fail to obtain approval for the overtime rate prior to the hours being worked, no overtime compensation shall be paid.

- e. Hours worked for other employers or at facilities other than the Agency's facilities shall not be considered in the determination as to whether overtime compensation is due..

ATTACHMENT H: Optional Sign-In Sheets

Contracting Agencies may choose to use one of the attached sign-in sheets to require any professional nursing staff placed at their facility to sign in and sign out of their shifts. Contracting Agencies are not required to use these forms, but should they choose to do so, Vendors must require their staff to complete the sign-in sheets as directed by the Contracting Agency. At the discretion of the Contracting Agencies, payment for services may be contingent upon appropriate completion of any sign-in sheet the Contracting Agency chooses to require.

Facility Name Here
 Month XX, XXXX
 Professional Nursing Services Sign In Sheet

Name	Position	Staffing Agency	IN	Break OUT	Break IN	Lunch OUT	Lunch IN	Break OUT	Break IN	OUT	Facility Supervisor Approval

Facility Name Here
 Month XX, XXXX
 Professional Nursing Services Sign In Sheet

Name			Position	Staffing Agency			Employee ID
IN	Break 1 OUT	Break 1 IN	Lunch OUT	Lunch IN	Break 2 OUT	Break 2 IN	OUT
Facility Supervisor Approval:							

Name			Position	Staffing Agency			Employee ID
IN	Break 1 OUT	Break 1 IN	Lunch OUT	Lunch IN	Break 2 OUT	Break 2 IN	OUT
Facility Supervisor Approval:							

Name			Position	Staffing Agency			Employee ID
IN	Break 1 OUT	Break 1 IN	Lunch OUT	Lunch IN	Break 2 OUT	Break 2 IN	OUT
Facility Supervisor Approval:							