

**New Contract Submission
Invitation for Bids**

PPRB OPSCR Rules and Regulations Section 3-202

Agency: Mississippi State Hospital

Contractor: Trinity Rehabilitation, Inc.

Period of Performance: 8/15/2025 to 8/14/2030 (includes 1 year renewal option)

Spending Authority Requested: \$2,031,305.60 (includes 1 year renewal option)

Projected Contract Lifecycle and Budget

Contract Term	Start Date	End Date	Projected Budget
Initial 4 year term	8/15/2025	8/14/2029	\$1,625,044.48
1 year renewal	8/15/2029	8/14/2030	\$406,261.12

List the initial term and all renewal periods in the Contract Term column. For example, if you are submitting a three year contract with two optional one year renewals, you would list "Initial Term"; "Renewal Year 1"; "Renewal Year 2". List the anticipated start and end date of each period and the amount the Agency anticipates it will spend in each period. If the Contract is for more than 5 years, provide the Agency's authority to enter a contract for a term longer than allowed in Section 3-502(a) and any additional information in the **Notes** section below.

Contract Number: 8200081558

If multiple contracts were awarded for the same IFB, list them in the **Other Associated Numbers in MAGIC** section below. For each contract, you must complete pages 1, 9, 10, 11, and 14 (documents submitted in the Contract number in MAGIC only).

Solicitation RFx Number: 3160007310

Other Associated Numbers in MAGIC: _____

Notes (any comments or information you want to provide to OPSCR):

Content of Invitation for Bids

Sections 3-202.03.2, 3-202.05.1, 7-112, 7-113, and Appendix D

List the page number in the Invitation for Bids where the following information is stated:

- 1,6 bid submission requirements
- 1 time and date set for receipt of bids
- 1 address where bids are to be delivered
- 1,6 the manner in which bids are to be submitted
- 18 any forms required for bid submission
- 11 the purchase description
- 12 the delivery or performance schedule
- 12-15 the evaluation factors
- any inspection or acceptance requirements that are not included in the purchase description
- Exh-B the contract terms and conditions
- 5 warranty, bonding, insurance, or other security requirements, if applicable

The IFB contains a Bid Form for bidder to insert bid price and sign? Yes ☒ No ☐

The IFB provides vendors notice of the Protest and Debriefing rights? Yes ☒ No ☐

List the page number in the IFB where the following required clauses are located:

- 6 Acknowledgement of Amendments
- 8 Applicable Law
- 10 Approval
- 3 Availability of Funds
- Exh-C Certification of Independent Price Determination
- 10 Compliance with Laws
- 8 E-Payment
- 8 E-Verification
- 8, Exh-E Paymode
- 1 Procurement Regulations
- Exh - C Prospective Contractor's Representation Regarding Contingent Fees
- Exh - C Representation Regarding Contingent Fees
- Exh-C Representation Regarding Gratuities
- 9 Stop Work Order
- 9 Trade Secrets, Commercial and Finance Information
- 9 Transparency

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Public Notice

Section 3-202.04 and 3-202.06

Documentation which proves compliance with all regulations is required.

Newspaper(s) Where Advertised: Rankin County News

First Ad Date: 4/2/2025 Second Ad Date: 4/9/2025

Date on Agency website: 4/2/2025 Date on Procurement Portal**: 4/2/2025

Does the Newspaper Advertisement, Agency website, and the Procurement Portal contain:

- | | | |
|---|---|-----------------------------|
| • Response Due Date | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Name of Procurement Officer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Telephone Number of Procurement Officer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Means of Obtaining the Solicitation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • RFX Number | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Describe the date, manner, and content of any other method of publication used:

IFB furnished to all MAGIC vendors in the product category code: Yes ☒ No ☐

IFB furnished directly to the following potential Offerors (at least 3):

** The State of Mississippi may not be included as one of the three required potential Offerors.*

Mid-South Rehab

Healthpro Heritage, LLC

Trinity Rehabilitation, Inc.

Date set for Receipt of Bids: 5/6/2025

If that date is not at least 30 days following the first newspaper advertisement, a written determination by the Chief Procurement Officer is required. The determination should explain that a shorter advertising time was needed and how and why the shorter time was reasonable under the circumstances. The written determination should be uploaded in the Solicitation RFX in MAGIC. Per Section 3-202.04, under no circumstances may the submission deadline be less than 14 days after the IFB is issued.

** Throughout this document, any reference to the Procurement Portal refers to the Buying and Selling to Government in Mississippi website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. Use MAGIC to post your Solicitation, Amendments, and Notice of Intent to Award to this website. If you need assistance with posting to the Procurement Portal, contact the MMRS helpdesk at mash@dfa.ms.gov.

Amendments to the IFB

Section 3-202.08

*Documentation which proves compliance with all regulations is required.
Provide as many copies of this form as necessary to report all Amendments*



There were no Amendments to the IFB

Amendment #: _____

Date Posted to the Agency Website: _____

Date Posted to the Procurement Portal: _____

Date Sent to all Prospective Offerors: _____

Signed Acknowledgment of Amendments Received from all Bidders? Yes ☐ No ☐

Amendment #: _____

Date Posted to the Agency Website: _____

Date Posted to the Procurement Portal: _____

Date Sent to all Prospective Offerors: _____

Signed Acknowledgment of Amendments Received from all Bidders? Yes ☐ No ☐

Amendment #: _____

Date Posted to the Agency Website: _____

Date Posted to the Procurement Portal: _____

Date Sent to all Prospective Offerors: _____

Signed Acknowledgment of Amendments Received from all Bidders? Yes ☐ No ☐

If the bid submission deadline is less than 14 days following the posting of any amendment to the IFB, provide a brief memorandum explaining your compliance with the requirement in Section 3-202.08.3 that Amendments be posted within a reasonable time to allow Offerors to consider them in preparing their bids.

Pre-Bid Requirements

Sections 3-202.06.4.1, 3-202.07, and 3-202.08

Letters of Intent Required? Yes ☐ No ☒

Deadline to submit Letters of Intent: _____

Deadline must be not less than seven business days after the date of the final newspaper advertisement.

Letters of Intent received from the following Potential Bidders:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Pre-Bid Conference Held? Yes ☐ No ☒

Date of Conference: _____

Conference must be at least 14 days after IFB is issued.

Location of Conference: _____

Amendment #: _____

The IFB Amendment resulting from the conference must include public access to a full recording or a complete transcript of the conference and any Questions and Answers resulting from the conference.

Representatives from the following Potential Bidders attended:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Questions Due: _____ ☐ No Questions Submitted

Answers Posted: _____ Amendment #: _____

Bid Receipt and Opening
Sections 3-202.09 through 3-202.12

Bids received from the following Bidders:

Mid-South Rehab

Trinity Rehabilitation, Inc.

Date and Time of Bid Opening: 5/6/2025 3:00 PM

Location: 3350 Highway 468 West, Whitfield, MS 39193 Building 93

Where was Notice of the Public Bid Opening Provided: Ranking County News, MAGIC Portal, MSH Website

Were any Bids received after the submission deadline: Yes ☐ No ☒

Were any Bids received in a manner that was not compliant with the IFB submission requirements: Yes ☐ No ☒

If yes to either of the above questions, please state the Bidder's name, explain the Bidder's noncompliance with the submission deadline or other requirements, explain how the Agency addressed the issue, and provide the date and content of any communication with the Bidder:

List and explain any pre-opening modification or withdrawal of bids:

Describe any mistakes in bids and explain the Agency's compliance with Section 3-202.12:

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Bid Evaluation

Sections 3-102.09, 3-102.10, 3-202.13, and 3-202.14

Documentation which proves compliance with all regulations is required.

Were all Bidders deemed Responsive? Yes ☒ No ☐

List Bidders deemed non-responsive and explanation for that determination:

Date Non-Responsive Bidders Notified: _____

Were all Bidders deemed Responsible? Yes ☒ No ☐

List Bidders deemed non-responsible and explanation for that determination:

Date Non-Responsible Bidders Notified: _____

Describe any low-tie bids and explain the Agency's compliance with Section 3-202.14:

Notice of Intent to Award

Sections 3-202.15 and 3-202.16

Documentation which proves compliance with all regulations is required.

Successful Bidder(s): Trinity Rehabilitation, Inc.

Notice of Intent to Award

- Date Posted to Agency Website 5/27/2025
- Date posted to the Procurement Portal 5/27/2025
- Date sent to all Bidders: 5/27/2025

Offerors Notified of their Debriefing and Protest Rights: Yes ☒ No ☐

Contract awarded to the lowest priced responsive and responsible Bidder? Yes ☒ No ☐

Debriefings

Sections 7-113

Provide as many copies of this form as necessary to report all Debriefings

Deadline to Request Debriefing: _____ Number Requested: _____

Debriefed Vendor: _____ Date of Debriefing: _____

Debriefed Vendor: _____ Date of Debriefing: _____

Debriefed Vendor: _____ Date of Debriefing: _____

Protests

Sections 7-112

Provide as many copies of this form as necessary to report all Protests

Deadline to File a Protest: _____ Number Filed: _____

Protesting Vendor: _____ Protest to: Agency ☐ PPRB ☐

Date Filed: _____ Date of Agency Decision: _____

Date Appealed: _____ Date of PPRB Order: _____

The Protest was resolved in favor of the: Agency ☐ Vendor ☐ Mutual Agreement ☐

Protesting Vendor: _____ Protest to: Agency ☐ PPRB ☐

Date Filed: _____ Date of Agency Decision: _____

Date Appealed: _____ Date of PPRB Order: _____

The Protest was resolved in favor of the: Agency ☐ Vendor ☐ Mutual Agreement ☐

Protesting Vendor: _____ Protest to: Agency ☐ PPRB ☐

Date Filed: _____ Date of Agency Decision: _____

Date Appealed: _____ Date of PPRB Order: _____

The Protest was resolved in favor of the: Agency ☐ Vendor ☐ Mutual Agreement ☐

Contract

Sections 3-102.07, 3-501, 3-502, and Appendix C

Provide the contract page number for the following contract requirements:

- Att-A the service to be performed
- Att-A when the service is to be performed
- Att-A how frequently the service is to be performed
- Att-A where the service is to be performed
- Att-A how much the service will cost
- Att-A why the service is necessary

The Contract is for a Definite Quantity ☐ Indefinite Quantity ☒

Describe the Contract Pricing Structure:

Fixed and firm pricing

Explain any discrepancies between the Pricing Structure in the IFB and the Contract:

Is a Price Adjustment allowed? Yes ☒ No ☐ If so, please explain.

If yes, the Price Adjustment clause and an explanation of the Price Adjustment must be included in the contract.

Based on the CPI Index

Multi-Term Contracts

- The original contract term spans more than one State Fiscal Year? Yes ☒ No ☐
- The contract contains renewal periods that, if exercised, would cause the contract to span more than one State Fiscal Year? Yes ☒ No ☐
- If yes to either of the above, did the IFB state or indicate that the awarded contract would span more than one State Fiscal Year? Yes ☒ No ☐

If you responded Yes to any of the above, list the page number where the contract states:

Att - B the amount of services required for the proposed contract period

Att - B a unit price provided for each service

Att - A the unit price shall remain the same throughout the contract

2 Availability of Funds clause

4,11 how the multi-term contract award will be determined

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Is the scope of work in the contract consistent with the IFB? Yes ☒ No ☐
Explain any differences between the IFB scope and the contract scope:

Contract Term (Period of Performance) including renewals, as stated in the:

IFB: 8/15/2025 - 8/14/2030

Contract: 8/15/2025 - 8/14/2030

Explain any deviation between the IFB and the Contract:

List the page number in the Contract where the following required clauses are located:

- 2 Applicable Law
- 5 Approval
- 2 Availability of Funds
- 3 Compliance with Laws
- 4 E-Payment
- 4 E-Verification
- 5 Paymode
- 2 Procurement Regulations
- 5 Stop Work Order
- 4 Termination for Convenience
- 4 Termination for Default
- 4 Termination upon Bankruptcy
- 2 Representation Regarding Contingent Fees
- 2 Representation Regarding Gratuities
- 3 Trade Secrets, Commercial and Finance Information
- 3 Transparency

Agencies are encouraged to review the optional clauses in Appendix D of the PPRB OPSCR Rules and Regulations to determine if including any such clauses in their contract would be in the Agency's best interests.

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Contract Approval

Sections 3-102.08, 7-105, 7-107, and 7-114

Date Submitted to OPSCR: 6/18/2025

Requested PPRB Meeting Date: 8/6/2025

Contract Effective Date*: 8/15/2025

*The Contract Effective Date cannot be prior to the PPRB Meeting Date.

The contract requires regulatory board approval (other than PPRB): Yes ☐ No ☒

Board: _____

Expected Board Meeting Date: _____

A copy of the Minutes showing the Regulatory Board approved the contract is required before final approval.

Will the Contractor use State Property? Yes ☒ No ☐

If so, submit letter to the Bond Commission as required by Section 7-114.

Contractor is qualified to do business in the State per Miss. Code §79-4-15.01? Yes ☒ No ☐

Provide documentation of registration and good standing with the Mississippi Secretary of State.

Insurance Requirements in IFB (type of insurance and amount):

General Liability \$ 1,000,000.00

Workers' Compensation \$ Statutory Minimum

\$ _____

\$ _____

\$ _____

Is the State or Agency required to be an Additional Insured? Yes ☐ No ☒

Contract Clause with Insurance Requirements: Attachment A

The insurance requirements in the IFB must be contained in the contract.

A current Certificate of Insurance reflecting the required coverage must be submitted to OPSCR.

What is the funding source for this contract?

100 % State General Funds

____ % Federal Funds

____ % Grant Funds (describe Grant): _____

____ % Other (describe): _____

Are these services currently being provided to the Agency? Yes ☒ No ☐

If yes, who is currently providing the services?

Mid-South Rehab

Agency Representative for PPRB Meeting: Lee Varner/Sandy Jordan

The Agency Representative will attend: In Person ☒ Remote ☐

*The option to attend remotely is not available to Agencies located in Hinds, Rankin, or Madison counties.

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Confidential Data
Section 3-202.11.3

Offerors who submitted written requests for nondisclosure of trade secrets/proprietary data:

Offerors who requested protective orders in Chancery Court and Docket Number:

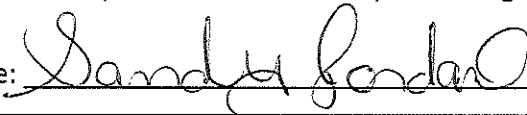
Responsible Agency Official: Sandy Jordan

Title: Procurement Team Leader

Telephone Number: 601-351-8057

Email Address: Sandy.Jordan@msh.ms.gov

By signing below, I certify that all information provided herein and/or uploaded to MAGIC is true, correct, and complete to the best of my knowledge.

Signature:  Date: 6/18/2025

OPSCR USE ONLY

Primary Analyst: _____ Signature: _____

Secondary Analyst: _____ Signature: _____

NOTES:

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Check if Uploaded	Documents to Upload in MAGIC (preferably as individual PDFs labelled as indicated below)	Location in MAGIC	Publicly Available
✓	Proof of Public Notice <ul style="list-style-type: none"> Newspaper Advertisement Affidavit Solicitation Posting on Procurement Portal (with date) Solicitation Posting on Agency Website (with date) Solicitation sent directly to any potential Offerors Any other method(s) of publication 	Solicitation RFx	-
✓	Full Invitation for Bids	Solicitation RFx	Yes
✓	All IFB Amendments	Solicitation RFx	Yes
✓	Proof of Distribution of All Amendments: <ul style="list-style-type: none"> Posting on Procurement Portal (with date) Posting on Agency Website (with date) Sent directly to potential Bidders 	Solicitation RFx	-
	All Letters of Intent (if applicable)	Solicitation RFx	-
✓	Bid Receipt <i>Showing the date and time each bid was received.</i>	Solicitation RFx	-
✓	Bid Opening <i>List of attendees and bid prices.</i>	Solicitation RFx	-
✓	Acknowledgement of All Amendments (All Bidders)	Solicitation RFx	-
✓	Complete copy of <u>all</u> Bids Received	Solicitation RFx	-
✓	Evaluation Documents (any which are applicable): <ul style="list-style-type: none"> Determination of Responsive and/or Responsible Reference Score Sheets Determination of Lowest Pricing 	Solicitation RFx	-
✓	All Communication with Bidders/Potential Bidders	Solicitation RFx	-
✓	Notice of Intent to Award	Solicitation RFx	Yes
✓	Proof of Distribution of the Notice of Intent to Award: <ul style="list-style-type: none"> Correspondence to All Bidders (and dates) Posting on Procurement Portal (and date) Posting on Agency Website (and date) 	Solicitation RFx	-

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Check if Uploaded	Documents to Upload in MAGIC (preferably as individual PDFs labelled as indicated below)	Location in MAGIC	Publicly Available
	Debriefing <ul style="list-style-type: none"> All Debriefing Requests A Summary of each Debriefing Conducted Debriefing Memorandum to PPRB 	Solicitation RFx	-
	Protest <ul style="list-style-type: none"> All Protests Filed with Agency The Agency Resolution to any Protests All Protests Filed with or Appealed to PPRB PPRB's Order or Resolution to the Protest Protest Memorandum to PPRB 	Solicitation RFx	-
	Public Records <ul style="list-style-type: none"> All Public Records Requests related to the Procurement List of documents produced in response to the request Motions for protective orders/other relevant court filings 	Solicitation RFx	-
	Any Documentation Relevant to the Procurement Process	Solicitation RFx	-
✓	Unexecuted Contract	Contract	-
✓	All Contract Attachments, Appendices, or Exhibits	Contract	-
✓	Complete Submission Checklist (this document)	Contract	-
✓	Contractor's Current Registration with the Secretary of State	Contract	-
✓	Current Certificate of Insurance/Performance Bond, if required	Contract	-
	Proof of Regulatory Board Approval (if applicable)	Contract	-

Following approval by the PPRB, the following documents are required to be made publicly available on www.transparency.mississippi.gov. It is the sole responsibility of the Agency to ensure compliance with Sections 3-202.16, 3-204.05, and 7-116 of the PPRB OPSCR Rules and Regulations, the Mississippi Public Records Act of 1983 (Miss. Code Ann. § 25-61-1 *et seq.*), Miss. Code Ann. § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. § 27-104-151 *et seq.*).

- The fully executed contract;
- All contract attachments, appendices, or exhibits; and
- The Public Notice of Contract Award.

BID DOCUMENTS

Section - IV
Procurement Schedule - MSH Bid File: 05.06.2025.491
Rehabilitation Management and Treatment Services

Physical Therapist (PT) Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 70,170 Qtr Hrs)
Occupational Therapist (OT) Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 75,060 Qtr Hrs)
Speech Therapist (ST) Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 22,080 Qtr Hrs)
Audiologist Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Licensed Physical Therapist Assistant Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Certified Occupational Therapy Assistant Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Rehab Technician Unit Rate: \$ [[4.00]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Administrative Charge: \$ [[40.00]] Per Hour (Projection 10,000 Hrs)

*Work volume included in occupations on lines 1 through 3 above.

BIDS WILL BE OPENED: 3:00 P.M., May 14, 2025 at Building 93, Mississippi State Hospital.

I certify that I am authorized to enter into a binding contract, if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments and exhibits, in whole and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

ACKNOWLEDGEMENT OF AMENDMENTS:

Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment number received:

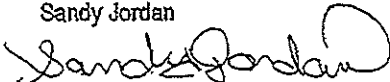
Amendment No. 1 () Amendment No. 2 () Amendment No. 3 () Amendment No. 4 ()

Vendor's Quotation No. _____ Date 5/6/2025
Name Of Company Trinity Rehabilitation Telephone 601-206-9195
Fax 601-957-8391 E-Mail trinityrehabms@aol.com
Address 13 Northtown Drive Suite 110
City/State/Zip Code Jackson / ms / 39211
By [Signature] Title Business Development
(Signature)

We submit the above prices and agree to provide services within _____ days from receipt of order or notice to

proceed. Unless notified to the contrary, this offer is good for 90 days from the date of the bid opening. In submitting the above bid, it is expressly agreed that upon proper acceptance of any or all items by the Mississippi State Hospital, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

Sandy Jordan



Handwritten signature of Sandy Jordan in cursive script.

Procurement Team Lead

REFERENCE PAGE - ATTACHMENT: A

COMPANY NAME	CONTACT PERSON	TELEPHONE	ADDRESS	DATE OF LAST SERVICE/SALE
Jasper General Hospital	Eric Jordan	601-604-1846	15A South 6th Street Bay Springs MS 39428	
Long Term Care Mgmt	Kellie Tate	601-508-0339	13 Northtown Drive Suite 200 Jackson MS 39211	
Wisteria Gardens	John Moxey	601-355-8855	401 East Capitol Street Suite 200 Jackson MS 39207	

NOTE: ALL REFERENCES WILL BE CONTACTED AND THEY MUST REPORT THE BIDDER TO BE OF GOOD REPUTATION IN PROVIDING SERVICES.
THE SAME AS THOSE REQUESTED IN THIS IFB.

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the services requested in this invitation for bid:
Years and 2 Months


25

EXHIBIT - C

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Representation Regarding Contingent Fees. By responding to the solicitation the bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response.
2. Representation Regarding Gratuities. The bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MSH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government Laws, codified at Mississippi Code Annotated 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
3. Certification of 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 any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
4. Certification of Non-Debarment. By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.



Signature of Bidder

Business Development

Title

5/6/2025

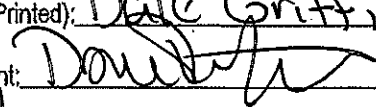
Date

NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH BID

EXHIBIT - D

BID ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH REHABILITATION MANAGEMENT AND TREATMENT SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding rehabilitation and treatment services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the bidder's proposed services fully meet or exceed those as specified in Mississippi State Hospital Invitation for bid for rehabilitation management and treatment services dated April 2, 2025. Additionally, the bidder agrees that all of its bid documents and responses to the aforementioned invitation for bid will, at the option of MSH, become a legally binding and essential portion of the final contract between the bidder and MSH.
2. The undersigned hereby agrees that all information contained in this invitation for bid is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the IFB for rehabilitation management and treatment services in whole, with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: Trinity Rehabilitation, Inc
Name of Authorized Agent (Printed): Dale Griffin
Signature of Authorized Agent: 
Date: 5/6/2025

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

EXHIBIT - E

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

Vendor Name ("Vendor"): Trinity Rehabilitation, Inc

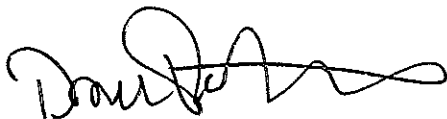
Vendor has received a copy of the "Mississippi Department of Finance and Administration
Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are
processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

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

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



Signature

Dale Griffin

Printed Name

Business Development

Title

5/6/2025

Date



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name

TRINITY REHABILITATION, INC.

Name Type

Legal

Business Information

Business Type:

Profit Corporation

Business ID:

616460

Status:

Good Standing

Effective Date:

03/27/1995

State of Incorporation:

Mississippi

Principal Office Address:

13 Northtown Dr Suite 110
Jackson, MS 39211

Registered Agent

Name

Robbie Aldridge
13 Northtown Drive Suite 110
Jackson, MS 39211

Officers & Directors

Name**Title**

J Karel Speetjens
538 Sebeca
Jackson, MS 39216

Incorporator

Susan Bond Speetjens
538 Seneca
Jackson, MS 39216

Incorporator

Robbie Aldridge
PO Box 315
Ridgeland, MS 39158

Director, President

Denise Martin
13 Northtown Drive, Suite 110
Jackson, MS 39211

Director, Vice President

J. Karel Speetjens
PO Box 315

Director, Treasurer, Chief Executive Officer

Ridgeland, MS 39158

AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI
COUNTY OF RANKIN

THIS 9TH DAY OF APRIL, 2025, personally came Marcus Bowers, publisher of the Rankin County News,

a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

NOTICE TO BIDDERS

REHABILITATION MANAGEMENT & TREATMENT SERVICES

a copy of which is hereto attached, was published in said newspaper Two (2) consecutive weeks, as follows, to-wit:

Vol 177 No. 39 on the 2nd day of April, 2025

Vol 177 No. 40 on the 9th day of April, 2025

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 9th day of April, 2025

Frances Conger, Notary Public
FRANCES CONGER
My Commission Expires: January 25, 2026

PRINTER'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

171 words at 22 per word..... \$37.62

Proof of Publication (2) 6.00

TOTAL..... **\$43.62**

NOTICE TO BIDDERS
Invitation For Bids will be received by Mrs. Sandy Jordan, Procurement Team Lead, Mississippi State Hospital, Building 93, P.O. Box 157-A, 3550 Hwy 468 West, Whitfield, MS 39193, up to and not later than 3:00 P.M. Tuesday, May 6, 2025, for the following goods and/or services with a projected contract start date of August 15, 2025.

MSH BID FILE: 05.06.2025.491

(REHABILITATION
MANAGEMENT AND
TREATMENT SERVICES)
RF# 3160007310

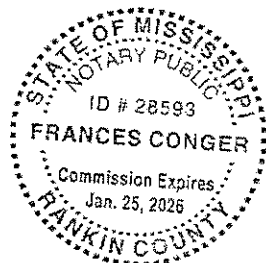
At which time they will be opened. Contract/IFB documents and/or information may be obtained from:

H.L. Lockhart/Purchasing Chief
P.O. Box 157-A/3550 Hwy 468 West
Whitfield, MS 39193
Telephone: (601) 351-8056
Fax: (601) 351-8034

E-Mail: Lockhlt@msah.state.ms.us

Mississippi State Hospital reserves the right to waive minor informalities and to reject any and all bids. Mississippi State Hospital also reserves the right to amend specifications or change the opening date upon reasonable notice to all who are known to have examined or requested a copy of the specifications from the designated authority.

Sincerely,
H.L. Lockhart
H.L. Lockhart
Purchasing Chief
April 2, 9, 2025
#484



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 1020 Highland Colony Parkway Suite 302 Ridgeland, MS 39157	CONTACT NAME: Heather Fede	
	PHONE (A/C, No, Ext): 601 790-8500	FAX (A/C, No): 601-607-7341
	E-MAIL ADDRESS: Heather.Fede@mcgriff.com	
INSURED Trinity Rehabilitation, Inc. 13 Northtown Dr Ste 110 Jackson, MS 39211	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ironshore Specialty Insurance Company	NAIC # 25445
	INSURER B : LUBA Casualty Insurance Company	12472
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

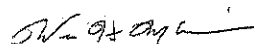
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HC7AAB2VUI005	05/05/2025	05/05/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	028000164648125	05/05/2025	05/05/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		HC7AAB2VUI005	05/05/2025	05/05/2026	\$1M Per Claim / \$3M Agg \$5k Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Mississippi State Hospital 3550 Hwy 468 W Whitfield, MS 39193	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

June 12, 2025

Mississippi Department of Finance and Administration
Bond Advisory Division
Mrs. Gilda Reyes/Director
P. O. Box 267
Jackson, MS 39205

Dear Mrs. Reyes:

I am hereby providing notification of Mississippi State Hospital's intent to enter into a contract for rehabilitation management and treatment services which will require that our contractor, Trinity Rehabilitation, Inc., be provided use of building space at our hospital. Trinity Rehabilitation will be provided work space of approximately 8403 square feet in our building 27, which has total assignable space of 10,297 square feet. The contract and therefore the vendor's use of the space is projected to be from August 15, 2025 to August 14, 2030.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Sandy Jordan".

Sandy Jordan

Procurement Team Leader

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

To: Mr. Dale Griffin/Business Development Manager

From: Sandy Jordan/Procurement Team Leader

Date: May 27, 2025

RE: **NOTICE OF INTENT TO AWARD**

Please consider this notice that the Mississippi State Hospital, after careful review, intends to award a contract to provide professional rehabilitation management and treatment services, as required by Invitation for Bid 05.06.2025.491 (RFX 3160007310), to **Trinity Rehabilitation, Inc.** based on Trinity Rehabilitation submitting the lowest bid. Please be aware under Mississippi Public Procurement Review Board Office of Personal Services Contract Review Procurement Rules and Regulations, unsuccessful bidders may request reconsideration of MSH's intent to award a contract in accordance with Section 5.6.3 in the Office of Personal Service Contract Review Rules and Regulations.

Any Offeror may also submit a written request for debriefing to sandy.jordan@msh.ms.gov at any time prior to 3:00 p.m. CST, June 3, 2025. Any request shall list the names and titles of all individuals who will attend the debriefing on behalf of the offeror and all questions or issues the offeror wishes to discuss at the debriefing.

Upon completion of the reconsideration period or resolution of any requests for reconsiderations filed, a contract will be issued to **Trinity Rehabilitation, Inc.**, contingent upon completion of successful negotiation of terms and conditions of the solicitation referenced above.

Bidders shall also note that a copy of the complete procurement file is available for viewing on the MSH web-site at msh.ms.gov.

If you have any questions, you may contact me at (601) 351-8056 or by e-mail at sandy.jordan@msh.ms.gov.

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



MISSISSIPPI STATE HOSPITAL

P.O. Box 157-A, Whitfield, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

To: Mrs. Natasha Hamlin/Executive Assistant

From: Sandy Jordan/Procurement Team Leader

Date: May 27, 2025

RE: **NOTICE OF INTENT TO AWARD**

Please consider this notice that the Mississippi State Hospital (MSH), after careful review, intends to award a contract to provide professional rehabilitation management and treatment services, as required by Invitation for Bid 05.06.2025.491/RFX 3160007310, to **Trinity Rehabilitation, Inc.**, based on Trinity Rehabilitation having the lowest bid. Please be aware under Mississippi Office of Personal Services Contract Review Procurement Rules and Regulations, unsuccessful bidders may request reconsideration of MSH's intent to award a contract in accordance with Section 5.6.3. Failure to file a request for reconsideration within the time frame stated in section 5.6.3 shall constitute a waiver of all reconsideration rights.

Any Offeror may also submit a written request for debriefing to sandy.jordan@msh.ms.gov at any time prior to 3:00 p.m. CST, June 3, 2025. Any request shall list the names and titles of all individuals who will attend the debriefing on behalf of the offeror and all questions or issues the offeror wishes to discuss at the debriefing.

Upon completion of the reconsideration period or resolution of any requests for reconsiderations filed, a contract will be issued to **Trinity Rehabilitation, Inc.**, contingent upon completion of successful negotiation of terms and conditions of the solicitation referenced above.

Mississippi State Hospital appreciates your organization's interest and encourages your organization to continue to participate in our procurement processes.

If you have any questions, you may contact me at (601) 351-8057 or by e-mail at sandy.jordan@msh.state.ms.us.

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

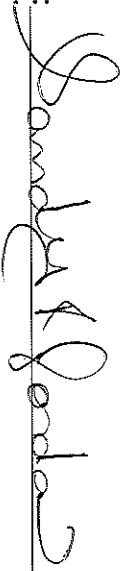
ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

MSH BID FILE: 05.06.2025.491/RFX 3160007310 (Rehabilitation Management and Treatment Services)

May 06, 2025 @ 3:00 P.M.

Vendor	Address	Overall Total
Mid-South Rehab	599C Steed Road, Ridgeland, MS 39157	\$2,977,001.00
Trinity Rehabilitation, Inc.	13 Northtown Drive Suite 110, Jackson, MS 39211	\$2,031,305.60

This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the time shown above.

Signature:  Date: 5/6/2025

MSH MATERIEL MANAGEMENT BID TABULATION/RECORD

BID NO. 05.06.2025.491 DATE 5/6/25 TIME 3:00PM LOCATION 93CW

BIDS MAILED 3 BIDS REC'D 2 BIDS REJECTED

WITNESSES				
NAME		TITLE		
<u>SR Gordon</u>		<u>Purchasing Chief</u>		
<u>S. Kansom</u>		<u>Warehouse Team Lead</u>		
BIDS RECEIVED				
VENDOR	DATE	TIME	BID \$	COMMENTS
<u>Mid South Rehab</u>	<u>5/5/25</u>	<u>12:39PM</u>		
<u>Trinity Rehabilitation</u>	<u>5/6/25</u>	<u>11:55AM</u>		
BID(S) ACCEPTED				
VENDOR	BID AMOUNT		JUSTIFICATION	
<u>Trinity Rehabilitation</u>	<u>\$2,031,305.60</u>		<u>Lowest Bid</u>	

This is to certify that the above is an accurate and complete tabulation of bids received and opened on the date and at the time shown above.

Sandy R Gordon
Signature

Purchasing Chief
Title

5/6/2025
Date

MSH BID FILE NO: 05.06.2025.491

LOCATION: Q3CW

DATE: 5/6/2025

[illegible]

VENDOR MAILING LIST: BID FILE – 05.06.2025.491 (RFX – 316007310)

REHABILITATION MANAGEMENT & TREATMENT SERVICES

[illegible]



MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

Memo

To: Mississippi Office of Personal Services Contract Review

From: Sandy Jordan/Procurement Team Leader

Date: June 13, 2025

RE: AWARD RECONSIDERATION CERTIFICATION/POST AWARD DEBRIEFING CERTIFICATION

This is to certify that all prospective offerors for Mississippi State Hospital invitation for bid 05.06.2025.491/RFX 3160007310, have been provided with adequate time to request reconsideration of award and only one(1) potential request inquiry is known (Email of this inquiry is attached). This is also to certify that all prospective offerors for Mississippi State Hospital invitation for bid 05.06.2025.491/RFX 3160007310, have been provided with notice of their rights to request a post award debriefing and no such request has been received and/or is known.

Signature: _____

Date: _____

6/13/2025

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

Sandy Jordan

From: Sandy Jordan
Sent: Wednesday, May 28, 2025 4:23 PM
To: Steven Cole
Cc: Natasha Hamlin; mbuckley@midsouthrehab.com; Lee Varner
Subject: RE: Reconsideration Process Inquiry

Tracking:	Recipient	Read
	Steven Cole	
	Natasha Hamlin	
	mbuckley@midsouthrehab.com	
	Lee Varner	Read: 5/28/2025 4:28 PM

Good afternoon, Mr. Cole,

In order for a reconsideration, as stated in the Invitation for Bid (IFB), Section 1, #47, you must meet the requirements as specified in the Mississippi Public Procurement Review Board Office of Personal Service Contract Review (OPSCR) Rule and Regulation 5.6.3. Section 1, #1 of the IFB states how to obtain a copy of the OPSCR rules and regulations.

The request shall identify which of the rules/regulations and /or terms of the Invitation for Bid you believe were violated during the bid process, explain the factual basis for the alleged violation, and specify how the alleged violation affected the outcome of the procurement.

This information must be provided by the time and date stated in the notice of intent.

Thank you,

Sandy Jordan
Procurement Team Leader
Mississippi State Hospital
3550 Highway 468 West
Whitfield, MS 39193
601-351-8057

From: Steven Cole <scole@midsouthrehab.com>
Sent: Wednesday, May 28, 2025 12:21 PM
To: Sandy Jordan <Sandy.Jordan@msh.ms.gov>
Cc: Natasha Hamlin <nhamlin@midsouthrehab.com>; mbuckley@midsouthrehab.com
Subject: Reconsideration Process Inquiry

MSH Security Notice: This email is from an **EXTERNAL** source. Do not click links or attachments unless you recognize the sender and know the content is safe.

Good afternoon, Mrs. Jordan,

I would like to express my interest in participating in the reconsideration process. Can you please provide me with details on the steps I need to take? Should I resubmit my bid sheet to the procurement officer, or is it necessary for me to appear on June 3 with the revised bid sheet?

As you know, we have proudly partnered with the Mississippi State Hospital for approximately 15 years. We greatly value this relationship and are eager to continue serving as your strategic therapy partner.

Thank you for your assistance. I look forward to your guidance on the next steps.

Steven L. Cole
President and Chief Executive Officer

On May 28, 2025, at 11:30 AM, Natasha Hamlin <nhamlin@midssouthrehab.com> wrote:

FYI

From: Sandy Jordan <Sandy.Jordan@msh.ms.gov>
Sent: Tuesday, May 27, 2025 3:14 PM
To: Natasha Hamlin <nhamlin@midssouthrehab.com>
Subject: NOTICE OF INTENT TO AWARD

[EXTERNAL EMAIL] Open with caution !

DO NOT CLICK Links, attachments or provide personal information unless you've verified the sender and confirmed the contents are safe.

Hello,

Please find attached our intent to award notice for rehabilitation management and treatment services.

Thank you,

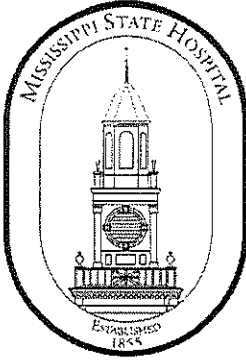
Sandy Jordan
Procurement Team Leader
Mississippi State Hospital
3550 Highway 468 West
Whitfield, MS 39193
601-351-8057

NOTICE: This email message and/or its attachments are the property of Mississippi State Hospital and may contain information that is confidential or restricted. It is intended only for the individuals named as recipients in the message. If you are NOT an authorized recipient, you are prohibited from using, delivering, distributing, printing, copying, or disclosing the message or content to others and must delete the message from your computer. If you have received this message in error, please notify the sender by return

email. Per Federal HIPAA Guidelines, please do not send Client/Patient identifying information through unprotected e-mail.

CONFIDENTIALITY NOTICE: The information contained in this communication is PRIVILEGED AND CONFIDENTIAL and intended only for the use of the individual to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. Immediately notify the sender by reply e-mail if you have received this communication in error. Please delete this communication and any copies thereof. This email (including attachments) is covered by the Electronic Communications Privacy Act, 19 USC Sections 2510-2521

MSH PERSONAL SERVICES AGREEMENT



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and Trinity Rehabilitaton, Inc.

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" or "Agency" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi and Trinity Rehabilitation, Inc., hereinafter called "Independent Contractor" or "Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

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

1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Attachment - A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor. Further, Hospital or its subordinate programs shall not provide to Independent Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

2. SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Attachment - A which is attached hereto and made a part of as if fully copied herein.

3. PERIOD OF AGREEMENT

Performance of the services will begin on or about August 15, 2025 and will end on or about August 14, 2029. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval of the Mississippi Board of

Mental Health, and approval of the Mississippi Public Procurement Review Board.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment

-A. The total contract amount will not exceed \$1,625,044.48.

5. RESERVATION OF RIGHT

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

6. 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 Mississippi.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Hospital shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. REPRESENTATION REGARDING CONTINGENT FEES

The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

9. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Hospital a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Hospital has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

10. PROCUREMENT REGULATIONS

This 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 on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder or offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

11. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Hospital and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful 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.

13. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. HIPAA

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

15. PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Hospital may terminate this contract at any time for its own convenience.

16. TERMINATION

Termination for Convenience. The Hospital may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Hospital shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Hospital gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Hospital may terminate the contract for default and the Contractor will be liable for the additional cost to the Hospital to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

17. TERMINATION UPON BANKRUPTCY

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

18. 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Hospital subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement

Review Board Office of Personal Service Contract Review Rules and Regulations;

(2) 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; or

(3) both.

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

20. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent Contractor's special skills and expertise. The Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. STOP WORK ORDER

The Hospital may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Hospital. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Hospital. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Hospital has terminated that part of the agreement or terminated the agreement in its entirety. The Hospital is not liable for payment for services which were not rendered due to the stop work order.

22. PAYMODE

Payments by Hospital using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Hospital 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 Hospital is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

23. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract

Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

24. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

25. CHANGE IN SCOPE OF WORK

The Hospital may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Independent Contractor that the scope of the project or of Independent Contractor’s services has been changed, requiring changes to the amount of compensation to Independent Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Independent Contractor. If Independent Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Independent Contractor, Independent Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

26. 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. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

27. CONFIDENTIALITY

Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The Hospital shall not be liable to the Contractor for disclosure of information required by court order or required by law.

28. CONTRACTOR PERSONNEL

The Hospital 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 Hospital reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the Hospital in a timely manner and at no additional cost to the Hospital. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

29. EXCLUSION OR DEBARMENT

By submitting a response in response to the procurement request, the Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity. Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein. Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

30. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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.

31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent 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.

32. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, 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 Hospital may have.

33. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

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

34. FORCE MAJEURE

Each party shall be temporarily 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Hospital may exercise any rights it has under the contract which are available when neither party is in default.

35. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital 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 attorneys' 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 Hospital's sole discretion, upon approval of the Office of the Mississippi Attorney General and the Hospital, 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 and the Hospital. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Hospital shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the Hospital, which shall not be unreasonably withheld.

36. 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 Hospital. Nothing contained herein shall be deemed or

construed by the Hospital, 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 Hospital and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital, and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Hospital 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 Hospital shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Hospital for its employees.

37. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

38. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

39. 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 shall be made in writing by the Hospital, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account of the acts or omissions of Contractor.

41. 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.

42. 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.

43. UNSATISFACTORY WORK

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

44. NOTICES

All notices required or permitted to be given under this agreement shall 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 Independent Contractor: Name: Dale Griffin Title: Business Development Manager

Address: 13 Northtown Dr. Ste 110 Jackson, MS 39211

For the Hospital: Name: James Chastain Title: Hospital Director

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

45. 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 Independent Contractor. Independent 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 Independent Contractor on the basis of draftsmanship or

preparation hereof.

James G. Chastain
Director
Mississippi State Hospital

Date

Independent Contractor

Date

ATTACHMENT – A SERVICE TASKS, INTEGRATION, & COMPENSATION

Purpose and Scope

1. Purpose. The Mississippi State Hospital seeks to contract with one vendor to provide professional rehabilitation management services, at the main campus located at 3550 Hwy 468 West, Whitfield Mississippi 39193, to all on campus patient care divisions. Services sought must meet all applicable regulations and standards. MSH intends to select a provider that has the proven experience and expertise to perform the services described in this invitation for bid and shows the potential to be able to duplicate a high level of performance, within our allocated budget, for all required services. Acting as an independent agent the bidder shall be responsible for all personnel, business functions to include accounting and purchasing of operational goods and services not paid for with MSH funds, and all aspects of day to day management decisions.
2. Background. The Mississippi State Hospital is a large psychiatric hospital and is the largest facility operated by the Mississippi Department of Mental Health. It is located about fifteen miles southeast of Jackson, Mississippi (Capitol) and directly south of the Jackson Evers International Airport on County Road 468. MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. It includes over 130 buildings including staff residences. Patients are housed in approximately 14 buildings on the MSH campus. MSH is licensed for 557 beds. The hospital has an average daily census of 395 patients. All MSH Divisions are accredited by the Joint Commission. The operational divisions of MSH are acute care, rehabilitation home, child and adolescent psychiatric, and adult psychiatric.
3. Scope. The scope of work shall consist of providing professional physical therapy, occupational therapy, speech therapy, and hearing (audiology) therapy management and treatment services for the MSH IPS Division, MSH Whitfield Medical Surgical Division, and MSH Jaquith Nursing Home Division. Therapy services will comply with all applicable regulations and standards. The billing units for a recent twelve month period, February 28, 2024 to February 29, 2025 were PT – 14,034, OT – 15,012 and ST – 4,416 and Administrative – 10,000.

VENDOR REQUIREMENTS

- 3.1 The successful vendor will adhere to all regulations and standards that govern MSH.
- 3.2 The assigned Rehabilitation Manager shall ensure that all disciplines exceed the minimum financial goals set to include productivity, labor costs and budgeted targets. Provide detailed action plans when budgeted goals are not achieved with suspense dates to ensure that all financial goals and objectives are achieved. Progress reports will be copied to MSH.
- 3.3 The successful contractor shall demonstrate its ability to develop public relations strategies to enhance work relations among staff, patients, residents, and MSH.
- 3.4 The successful contractor shall maintain efficient and effective department operations, while requiring compliance with Medicare, Medicaid, and third party reimbursement, as well as regulatory issues with all state, federal, and local regulatory laws, and all MSH standards and protocols.

- 3.5 The successful contractor shall provide a copy of current license, registration, or certification as applicable, for each contract employee assigned to any MSH division.
- 3.6 The successful contractor shall ensure each contract employee has results of an annual TB test on file and also evidence of current CPR certification must be on file prior to assignment to any MSH Division.
- 3.7 The successful contractor shall ensure that each of its assigned contract employees is identified by a name and photo ID badge, which must be worn by the employee at all times while on assignment at MSH.
- 3.8 The successful contractor shall assume responsibility for providing workers' compensation, federal and state taxes, FICA, and all other employer's taxes on behalf of its contract employees as required by all applicable laws.
- 3.9 The successful contractor shall ensure contract employees fully comply with the policies and procedures of the serviced MSH Division. Contract employees will also be required to comply with applicable standards of practice and all applicable regulations as now existing and as may be modified or amended. Contract employees must also comply fully with Joint Commission standards. Successful contractor shall demonstrate a capability to meet applicable regulations and bid requirements prior to being awarded a contract.
- 3.10 The successful contractor shall have a minimum of five (5) years of hospital operational management experience in rehabilitation services in Acute Care, Swing-Bed, Long-Term Care, and Outpatient hospitals.
- 3.11 The successful contractor shall provide support resources to address billing/reimbursement related matters, appeals process, and potential prepayment, post-payment and full focus medical review. Contractor shall provide the names, titles, credentials, experience and certifications of the support resources.
- 3.12 The successful contractor must provide documentation of any and all training provided by the contractor to management personnel and staff therapists for billing, coding, documentation and compliance on a yearly basis. Documentation must include proof of attendance and agenda of training material.
- 3.13 The successful contractor must provide measures to ensure concurrent therapy is not provided to Medicare Part B patients.
- 3.14 The successful contractor shall have a means to electronically append modifiers to grids for modalities requiring a modifier to ensure clean submission of therapy claims.
- 3.15 The successful contractor shall have a system that requires start time and stop times per modality.
- 3.16 The successful contractor shall have an automated system which recognizes service based codes

as one service, regardless of the number of minutes.

- 3.17 The successful contractor shall provide a copy of therapy documentation policies.
- 3.18 The successful contractor shall have an established corporate compliance and HIPAA compliance program and will have in its employ a full time certified Corporate Compliance Officer.
- 3.19 The successful contractor shall maintain performance data and performance improvement activities as directed by the designated MSH Officer assigned and employed with Mississippi State Hospital.
- 3.20 The successful contractor shall assure competency and current licensure and/or certification of all personnel assigned to perform work under this contract.
- 3.21 The successful contractor shall coordinate and supervise the operational functions of the MSH Rehabilitation Program, in terms of clinical oversight, utilization management, long-range planning, program development, annual budgeting, staff education, and policy and procedure implementation.
- 3.22 The successful contractor shall designate an employee to serve as the Manager of Operations and also collect and report quality assurance and performance improvement data activities to the assigned MSH contract Officer.
- 3.23 The successful contractor shall ensure therapy documentation is provided in accordance with accepted, professional standards, requirements of applicable third party payers, all Federal and State laws and regulations and Joint Commission accreditation guidelines.
- 3.24 The successful contractor shall ensure accurate and timely reporting for billing.
- 3.25 The successful contractor shall ensure that contract employees comply with HIPPA Corporate Compliance Policies and Procedures.
- 3.26 The successful contractor shall provide qualified Physical Therapists, Occupational Therapists, Licensed Physical Therapist Assistants, Certified Occupational Therapy Assistants, Rehabilitation Technicians, Speech Therapists and Audiologists as needed or as required when current MSH Physical Therapy, Occupational Therapy, Speech Therapy and Audiology positions become vacant through the process of attrition.
- 3.27 The successful contractor shall provide in-service training as deemed necessary by MSH for MSH or contractor employees. This training shall include initial training for all rehabilitation staff and as needed special topic training. All training will be conducted by someone qualified by education and experience.
- 3.28 Contractor management personnel will receive orientation to MSH by MSH Staff within the first week of reporting to work on the MSH campus. Contractor non-management employees must complete the MSH Contract Employee Orientation prior to the beginning of their first assigned shift in any MSH Division.

- 3.29 The successful contractor shall provide contract employees mandatory annual training in the areas of corporate compliance, Office of Inspector General annual updates, Medicare/Medicaid & third party payer documentation, correct coding initiative updates, regulatory and reimbursement, differentiation between covered and non-covered services, and recovery audit contractors.
- 3.30 The bidder shall submit a sample treatment plan and analysis for each discipline for which it is submitting a bid as a part of the bid submitted.
- 3.31 The bidder must provide a description of its internal purchasing system which highlights efforts to control costs and promote efficiencies as a part of the bid submitted.
- 3.32 The bidder must provide a brief narrative which indicates the understanding of the operational application of any national, state, or local standards governing the provision of rehabilitative services as a part of the bid submitted.
- 3.33 The successful contractor shall not subcontract rehabilitation service operations or utilize on-site contract labor without the express written consent of the MSH Director.
- 3.34 The bidder shall provide a sample of established rehabilitation management services policies and procedures utilized in facilities that are currently under contract or were under contract within the last five years as a part of the bid submitted.
- 3.35 The successful contractor shall understand that MSH expects the contractor to develop an operational program which provides the same level of services to all MSH residents and patients regardless of benefits.
- 3.36 The bidder must provide details on its ins-service training and orientation program to include proposed training of any MSH rehabilitation staff.
- 3.37 The successful contractor shall adhere to MSH Infection Control and Safety policies and procedures.
- 3.38 The successful contractor shall be responsible for the safety, sanitation/disinfection, maintenance, repair and replacement of all contractor owned equipment utilized in the performance of this contract.
- 3.39 The successful contractor shall be responsible for the routine cleaning and disinfection of all therapy equipment used by contractor in the treatment of patients covered under this contract.
- 3.40 The successful contractor shall be responsible for the accountability and care of patient supplies and devices for patients, billed by the contractor.
- 3.41 The successful contractor shall be responsible for providing state-of-the art therapy equipment as agreed upon by both parties, at the contractor's expense and ownership to be retained by the contractor.

- 3.42 The successful contractor shall be responsible for the replacement of all small supply items due to wear and tear or damage due to negligence on the contractor's part.
- 3.43 The successful contractor shall be responsible for any building/facility renovation to accommodate new systems or changes recommended by contractor and upon the review and approval of the MSH Director, and any applicable State of Mississippi oversight authorities and in compliance with any applicable State of Mississippi procurement regulations.
- 3.44 The successful contractor shall be responsible for the repair, replacement and/or payment for damage to MSH property caused by contractor's negligence.

MSH REQUIREMENTS

- 3.45 MSH shall be responsible for providing all MSH rehabilitation treatment facilities, as equipped and ready to operate. Such facilities and equipment shall be maintained in a manner that is acceptable to any oversight governmental agency. Any replacement of equipment that wears out as the result of normal wear and tear shall be provided through negotiation between MSH and contractor upon the review and approval of the MSH Director, and any applicable State of Mississippi oversight authorities and in compliance with any applicable State of Mississippi procurement regulations.
- 3.46 MSH shall provide pest control services for all MSH rehabilitation treatment facilities.
- 3.47 MSH shall provide maintenance, repair and replacement of existing equipment, owned by MSH.
- 3.48 MSH shall provide all utilities, even during periods of service interruptions such as during bad weather, facility damage, renovation and construction.
- 3.49 MSH shall provide local phone service.
- 3.50 MSH shall be responsible for building maintenance and repair, inside and outside to include any needed painting.
- 3.51 MSH shall be responsible for building/facility renovations to accommodate changes directed by MSH.
- 3.52 MSH shall be responsible for all grounds care/maintenance.
- 3.53 MSH shall be responsible for all general cleaning of the rehabilitation treatment areas within building 27 to include walls, draperies, blinds, counter tops, windows, tables, chairs and floors.
- 3.54 MSH shall be responsible for garbage/trash collection and removal to include provision of a dumpster for building 27.

GENERAL REQUIREMENTS

- 3.55 Both MSH and the successful contractor shall agree that at any time it is determined, by both parties, that performance standards are not being met, a penalty will be assessed to the contractor. The penalty will be six (6%) of monthly billings until performance standards are met, with a minimum penalty of six (6%) of billing for the month immediately following discovery of

noncompliance by MSH. Penalty will be assessed for non-timely corrective action.

- 3.56 If MSH and the contractor do not agree, issues of non-compliance will be referred to the MSH Director for a final decision. If the MSH Director finds the contractor in compliance, no penalty will be assessed. If the MSH Director finds the contractor out of compliance, penalty will be assessed as in 4.55 above.
- 3.57 If a citation from a regulatory agency or other survey results in a monetary fine attributed to the contractor, contractor will pay the fine.
- 3.58 Contractor shall only bill for those treatments actually conducted.
- 3.59 Contractor shall submit a monthly invoice to MSH, for services performed, within three (3) days after the end of each month. Contractor shall also submit a final invoice for the MSH fiscal year, ending June 30th, by August 10th each year.
- 3.60 Contractor's invoice and/or accompanying documentation shall show a breakdown by patient, discipline, reimbursement source, therapist, date of treatment, start time and stop time of treatment, service units being billed, and description of treatment given. Contractor shall maintain documentation to support invoice amounts.
- 3.61 Contractor shall utilize generally accepted accounting principles and practices in the maintenance of financial records for rehabilitation management service operations.
- 3.62 Contractor shall permit, upon request, MSH or State of Mississippi Authorities to audit its accounts, verify all reports/records/data, and obtain any other desired information by direct reference to ledgers, correspondence, memoranda, and any other records pertinent to rehabilitation management services provided to MSH.
- 3.63 If identified problems, with contract compliance, are not corrected to the full satisfaction of MSH within thirty (30) days of written notice to the contractor; the contract may be cancelled.
- 3.64 The contract may be terminated, for cause, by either party with a 90 day written notice.
- 3.65 The contract may be amended, by mutual agreement by both parties, to accommodate any needed changes and subject to the oversight approval of the Mississippi Personal Services Contract Review Board.
- 3.66 Upon expiration or termination of contract, contractor shall surrender peaceable possession of the premises and all property of every kind furnished by MSH in as good an order as when received, taking into consideration normal wear and tear and depreciation.
- 3.67 In the event a contractor, other than the incumbent contractor is selected, the disposition of all equipment belonging to the incumbent will be scheduled and arranged in such manner as to ensure continuity of rehabilitation operations and prevent any disruption of services.
- 3.67 It is understood that any building modification or renovation, agreed to by both parties, must be

approved by the MSH Director and any State of Mississippi oversight authority as required, and will comply with all applicable State of Mississippi procurement regulations/laws.

- 3.68 It is understood that any equipment procurement, agreed to by both parties, must be approved by the MSH Director and any State of Mississippi oversight authority as required, and will comply with all State of Mississippi procurement regulations/laws.
- 3.69 The ownership of equipment purchased by either party, to be utilized in the performance of this contract, shall be retained by the party paying for the equipment.
- 3.70.1 The successful contractor shall comply with MSH communication and computer access policies. See **Exhibit – F** for more information.
- 3.71 Successful contractor shall have an established place of business operations domiciled within a 215 mile radius of the main campus of Mississippi State Hospital located at 3550 Hwy 468 West, Whitfield, MS 39193.
- 3.72. It is understood that MSH has Audiologist and Speech Therapists on staff. The contractor shall supplement these services on an as needed basis.
- 3.73 The successful vendor must without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. The contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an insurance company authorized to do business in Mississippi. The vendor must provide a Certificate of Insurance, showing MSH as certificate holder under the contractor's general liability policy for the work to be performed, within **seven (7) working days** after notice of MSH intent to award a contract. Vendor shall also maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi, as/if required by law, covering all persons performing work under this contract. The vendor shall be prepared to provide evidence of required worker's compensation insurance upon request by MSH within seven (7) working days after notice of MSH intent to award a contract.
- 3.74 Integration. Both parties shall understand and agree that the contract shall consist of this personal services agreement to include this Attachment – A, Attachments B, & C and the original invitation for bid 05.06.2025.491, including amendments, which is on file with both parties for reference. No other documents shall be a part of the formal contractual agreement. This agreement, along with all attachments shall take priority over any agreements that may be signed separately in conjunction with the original invitation for bid, to include any third party agreements. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved first by reference to this Agreement and, if still unresolved, by reference to the RFP and, if still unresolved by reference to the proposal.
- 3.75 Compensation. In consideration of services provided, the Hospital agrees to pay to the Contractor

the specific sums listed in Attachment – B, which is attached hereto and is understood to be part of this contractual agreement. In no event however, will the total compensation paid to contractor be more than \$2,031,305.60 over the term of the contract. Prices shown in Exhibit - A shall be fixed and firm for the five (5) year term of the agreement.

Attachment - B

Vendor Pricing

Section - IV
Procurement Schedule - MSH Bid File: 05.06.2025.491
Rehabilitation Management and Treatment Services

Physical Therapist (PT) Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 70,170 Qtr Hrs)
Occupational Therapist (OT) Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 75,060 Qtr Hrs)
Speech Therapist (ST) Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 22,080 Qtr Hrs)
Audiologist Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Licensed Physical Therapist Assistant Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Certified Occupational Therapy Assistant Unit Rate: \$ [[9.75]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Rehab Technician Unit Rate: \$ [[4.00]] Per Quarter Hour (Projection - 1 Qtr Hrs)*
Administrative Charge: \$ [[40.00]] Per Hour (Projection 10,000 Hrs)

*Work volume included in occupations on lines 1 through 3 above.

BIDS WILL BE OPENED: 3:00 P.M., [REDACTED] at Building 93, Mississippi State Hospital.

I certify that I am authorized to enter into a binding contract, if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments and exhibits, in whole and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

ACKNOWLEDGEMENT OF AMENDMENTS:

Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment number received:

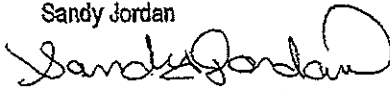
Amendment No. 1 () Amendment No. 2 () Amendment No. 3 () Amendment No. 4 ()

Vendor's Quotation No. _____ Date 5/6/2025
Name Of Company Trinity Rehabilitation Telephone (601)-206-9195
Fax 601-957-8391 E-Mail trinityrehabms@aol.com
Address 13 Northtown Drive Suite 110
City/State/Zip Code Jackson / ms / 39211
By [Signature] Title Business Development
(Signature)

We submit the above prices and agree to provide services within _____ days from receipt of order or notice to

proceed. Unless notified to the contrary, this offer is good for 90 days from the date of the bid opening. In submitting the above bid, it is expressly agreed that upon proper acceptance of any or all items by the Mississippi State Hospital, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

Sandy Jordan

A handwritten signature in black ink, appearing to read "Sandy Jordan", with a large, stylized loop at the end.

Procurement Team Lead

ATTACHMENT – C

PERFORMANCE MEASURES

Rehabilitation Management & Treatment Services: Trinity Rehabilitation, Inc.

Performance measures performed by MSH staff:

Form titled “Mississippi State Hospital Rehab Services Therapeutic Review/Service Evaluation Form” will be completed by the nursing staff for JNH and IPS and the physicians of JNH and IPS each quarter on 2 residents that are receiving rehab services

Performance measures to be conducted by Trinity Rehabilitation and provided to the contract manager or designee on a monthly basis

Will provide a finalized monthly report to Director of JNH containing:

- Number of JNH Residents served for each month
- Number of IPS patients served for each month
- Number of new referrals in the month
- Number of discharges in the month

This report must be detailed and identify:

- The service provided – Physical, occupational, speech/language therapy
 - Number of hours broken down by service as reflected on invoice
- Number of residents/patients served on Rehab services building 27
- Number of residents/patients served on the JNH or IPS building.
- The JNH building and/or IPS building for which the resident/patient served is assigned.

Trinity Rehabilitation will be responsible for creating a finalized monthly report and graph of the monthly data.

Independent Contractor will provide services within 48 hours of receiving consult with a 90% or higher compliance rate.

Independent Contractor will provide rehab data for PBJ report for the previous month by the 10th of the following month with a 90% or higher compliance rate.