

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

1. Parties. The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter “MDRS”) and [Contractor Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MDRS to engage Contractor to provide certain professional consulting services as set forth in RFQ 2016-01, issued by MDRS and incorporated herein by reference. Contractor is one of the qualified consultants selected through the above referenced RFQ.
3. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “A”, captioned “General Terms and Conditions”, which is attached hereto and made a part hereof by reference.
4. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “B”, captioned “Scope of Services”, which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit “B”, MDRS agrees to compensate Contractor as provided in Exhibit “C”, captioned “Compensation”, which is attached hereto and made a part hereof by reference.
6. Period of Performance. This contract will become effective for the period beginning [add date] and ending on [add date], with an option to renew for an additional twelve (12) month period, upon the approval and signature of the parties hereto.
7. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth Exhibit “D”, captioned “Notifications”, which is attached hereto and made a part hereof by reference.

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

DATE

By: _____
Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services

DATE

By: _____
[Contractor Name]

EXHIBIT “B”**SCOPE OF SERVICES**

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

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

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

The services provided by Contractor shall be at MDRS' office and, upon mutual consent of the parties, at other designated locations for authorized medical and program related activities. Contractor shall be required to perform said services on-site at the MDRS offices for a minimum of four hours per calendar month. These work hours shall be conducted in at least one hour increments during regular office hours. In order to ensure timely case processing, a proposed biweekly work schedule shall be provided to the supervisor and the supervisor shall be informed of any changes that may be necessary.

EXHIBIT “C”**COMPENSATION**

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

It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified amount of [XXXX XXXX] Thousand Dollars (\$XX,000.00).

MEDICAL SPECIALIST CONSULTING RATES

1. Case Rating:
 - a. Thirty Dollars (\$30.00) per non-CDR case
 - b. Fifty Two Dollars (\$52.00) per CDR case
2. Determination Signing:
 - a. Three Dollars and Seventy Five Cents (\$3.75) per end line case review/signature
3. Rebuttal Preparation:
 - a. Fifty Eight Dollars (\$58.00) per case
4. Rating Correction:
 - a. MDRS will make no payment to the Contractor for correction or completion of errors or omissions found in found in a quality assurance review process or by other administrative review.
5. Other Activities:
 - a. Fifty Eight Dollars (\$58.00) per hour.
 - b. Other activities include training beyond two hours per month, preparing and presenting training, and any other administratively requested or required activity other than case rating or determination signing.
 - c. Any hours related to the activity of training as stated above must be approved by the Director of the DDS program, in consultation with the Executive Director, prior to such hours being incurred. Approval must be documented in writing and signed by the DDS Director and the Contractor. Any training hours not approved by the DDS Director prior to such hours being incurred may be deemed by MDRS as ineligible for payment.
 - d. In special situations and with prior approval by MDRS, MDRS will reimburse costs, at state rates, of travel expenses incurred by the Contractor when performing “other activities”, including Fifty Eight Dollars (\$58.00) per hour for travel time. Total time spent performing “other activities”, including travel time, shall not exceed eight (8) hours per day.

EXHIBIT “D”

NOTIFICATIONS

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

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

[with Copy to Contract Coordinator]

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