The following documentation has been submitted to ASTHO for the Accreditation Library as a potential example of Health Department documentation that might meet the PHAB Standard and Measure 2.4.1. This document is not intended to be a template, but is a reference as state health agencies develop and select accreditation documentation specific to the health department's activities.

Please note that the inclusion of documentation in this library does not indicate official approval or acceptance by PHAB.

<table>
<thead>
<tr>
<th>Document Title:</th>
<th>Signius answering service contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Date:</td>
<td>July 2015</td>
</tr>
</tbody>
</table>

Version of Standards and Measures Used: V 1.5

<table>
<thead>
<tr>
<th>Domain</th>
<th>Standard</th>
<th>Measure</th>
<th>Required Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>4</td>
<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>

Short description of how this document meets the Standard and Measure’s requirements:

The MSDH maintains a contract with Signius as its after-hours answering service provider.

<table>
<thead>
<tr>
<th>Submitting Agency:</th>
<th>Mississippi State Department of Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Contact Name:</td>
<td>Katherine Richardson</td>
</tr>
<tr>
<td>Staff Contact Position:</td>
<td>Accreditation Specialist</td>
</tr>
</tbody>
</table>
# Route Slip for Internal Review of Contract Employees

<table>
<thead>
<tr>
<th>Contract Project Id:</th>
<th>22839</th>
<th>Input Date:</th>
<th>6/13/2016</th>
</tr>
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<tbody>
<tr>
<td>Contractor Name:</td>
<td>Signius Investment Corp.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Type:</td>
<td>Independent</td>
<td>Contract History:</td>
<td>Renewal</td>
</tr>
<tr>
<td>Office:</td>
<td>Epidemiology</td>
<td>Program:</td>
<td>Epidemiology</td>
</tr>
<tr>
<td>Amount:</td>
<td>$2,000.00</td>
<td>*Amount Varies if blank.</td>
<td></td>
</tr>
<tr>
<td>Contact:</td>
<td>rebecca ainsworth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td>7/1/2016</td>
<td>End Date:</td>
<td>6/30/2017</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Program Director/Originator</th>
<th>Date: 6/18/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Director/District Administrator</td>
<td>Date: 6/13/16</td>
</tr>
<tr>
<td>Finance &amp; Accounts</td>
<td>Date: 6/23/16</td>
</tr>
<tr>
<td>Personnel</td>
<td>Date: 6/25/16</td>
</tr>
</tbody>
</table>

RECEIVED
SEP 02 2016
Office of Communicable Diseases

COPY
Contractual Agreement

This document and any other attachments, including but not limited to Attachment A, Terms of Contract, and Attachment B, Conflicts of Interest, are made a part of this document and incorporated herein by reference, and constitute a contract for personal or professional services or goods between the Mississippi State Department of Health (hereinafter referred to as the Department and/or Agency) and the Contractor as indicated below. In the space provided herein, provide a description of the purpose of this contract and/or services to be provided:

24/7 Answering service after hours, weekends, holidays at 200 minutes per month at $107.00 plus .45/minute after the first 200.

Contractor’s Required Information

Contractor’s Name: Signius Investment Corp.

Contractor’s Contact Person(s): Gwen Hardy (gwen.hardy@answernet.com)

ID #: 22-3707105

Program: Communicable Diseases

Street: 1201 Montlimar Drive, Suite 500

Telephone #: 205-342-2599

City: Mobile

State: AL

Zip Code: 36609

Contract Supplemental Information (Note: If information below is not applicable, fill blank with “N/A”)

Title of Contract or Service Provided: After Hours Answering Services

Total Contract Amount: $2,000.00

Max. Contract Amount per year: n/a

Applicable only if contract is multi-year

Fee or Retainer: $107/mo-200 min

Fee or Retainer Payment Basis: monthly

(Per clock, hour, day, month, quarter, year, etc.)

Beginning Date: July 1, 2016

Ending Date: June 30, 2017

Org.: 1301050618

Activity:

Project: 13010105000000BT

Reporting Category(ies): 30000014462(T35H)

Federal Grant: Yes ☐ No ☑

Stimulus Funds: Yes ☐ No ☑

Federal Grant Award #: 5U90TP000530-05

Federal Aid #: H301T35H

CFDA #: 93.069

Occupation: Communications

Specialty: Communications/Answering Service

Program: Communicable Diseases

Total Personnel Services: $2,000.00

Total Travel/Subsistence: n/a

Max. Hours Authorized per Month: n/a

Assigned Travel Base: n/a

Mileage/Meals Authorized:

None: ☐ Meals: ☐ Mileage: ☐ Lodging: ☐

Statewide: ☐ Central Office: ☐ District (specify): n/a

Hours (Daily or weekly, i.e., 8:00a-5:00p, 5 days per week): n/a

If in a District(s), list all counties (List in decreasing order for amount of time spent in each county):

n/a

Certification/Licensure (Fill in certificate/license number, date of certification/licensure, and type of certification/licensure, as applicable. If a physician, state whether the contractor is board-certified in area of use by Department, non-board certified, or resident.):

n/a

Contractor’s Experience/Degrees Earned (Fill in this blank if Contractor is an individual; use additional sheet if necessary):

n/a

Does Contractor currently receive Mississippi State Retirement System benefits? Yes ☐ No ☑

Will the Contractor be classified as an “Independent Contractor”? Yes ☐ No ☑
ATTACHMENT A: TERMS OF CONTRACT

1. Contracted Services: The Contractor agrees to provide communications and answering services

in accordance with the specifications set forth on the preceding page of this contract, titled “Contract Between Department and Contractor” and any other documents as set forth by the Department, and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

Attachment B – Conflicts of Interest

2. ABILITY TO CONTRACT
The Contractor warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the Department. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract 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 contract.

3. APPLICABLE LAW
The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

4. COMPLIANCE WITH LAWS
Contractor understands that the Department is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

5. PROCUREMENT REGULATIONS AND APPROVAL
The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board (“PSCR Board”) Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov. It is understood that should this contract require approval by the PSCR Board, and is not approved, it is void and no payment shall be made hereunder.

6. PERS COMPLIANCE
This section applies only to a Contractor who is an individual and presently receives retirement benefits from the Mississippi Public Employees' Retirement System (PERS), as follows:

a. The Contractor certifies that the forty-five day separation period required by PERS regulations has been met prior to the effective date of this contract.

b. The Contractor is responsible for notifying PERS of re-employment and for submission of required documentation to PERS for review and concurrence of the Contractor’s status as an independent contractor as required by PERS regulations.

c. Contractor’s date of retirement from state service:

7. REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES
Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or
8. DEBARMENT AND SUSPENSION: Contractor certifies to the best of its knowledge and belief, that it:

a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,

e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

9. INTEGRATED AGREEMENT/MERGER
This contract, including all contract documents, represents the entire and integrated contractual agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether they were written or oral. This contract may be altered, amended, or modified only by a written document executed by the Department and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and attachments 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 contract shall not be construed or interpreted in favor or against the State, the Department, or the Contractor on the basis of craftsmanship or preparation.

10. MODIFICATIONS AND CHANGES IN SCOPE OF WORK
All modifications to the contract must be made in writing and signed by both parties to the contract. The Department 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 the Contractor that the scope of the contract or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Department and the Contractor. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

11. AVAILABILITY OF FUNDS
It is expressly understood and agreed that the obligation of the Department to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Department, the Department shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Department of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

12. E-PAYMENT
Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Department agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the Department within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

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

14. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, -

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

15. STOP WORK ORDER

This section applies only to contracts that require approval from the Mississippi Personal Service Contract Review Board, as follows:

A. Order to Stop Work: The Department, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Department shall either:

1. cancel the stop work order; or,

2. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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

1. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Department decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract, if applicable.

16. TERMINATION FOR CONVENIENCE
A. **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

B. **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. **TERMINATION FOR DEFAULT**

A. **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Department, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

C. **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

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

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

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

18. **TERMINATION UPON BANKRUPTCY**

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

19. RECORDS AND AUDIT
The Contractor shall maintain such financial records and other records as may be prescribed by the Department or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor’s usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Department, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor’s Office, its designees, or other authorized bodies.

Where audits are required to be submitted to the Department before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the Department reserves the right to cancel or suspend the contract at the Department’s discretion.

20. RECORDS RETENTION
The Contractor agrees to submit to the Department quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the Department quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the Department; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the State or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

21. ASSIGNMENT AND RECEIPT OF AMOUNTS PAYABLE
This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:

a. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for services rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payments or reimbursement mechanisms as may be available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.

b. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.

c. The Contractor’s payment records will be submitted to:

d. The Department agrees to assure physician supervision as required by law for the services to be provided under the terms of this contract.

22. REIMBURSEMENT
The Department agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, the Department agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to the Department not later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for the Department to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:
43. Other terms of this contract are as follows:

44. A. Official Signatures for the contract on behalf of the Department are as follows:

Program Director/Originator

Joy Sennett

[Signature]

Date: 6/16/16

Office Director District Health Officer/District Administrator or Designee

[Signature]

Date: 6/13/16

Director of Health Administration/Chief Administrative Officer

[Signature]

Date

B. Official Signatures for the contract on behalf of the Contractor are as follows:

[Signature]

Date: 6/19/16

Contractor's Signature and Title

[Signature]

Date

Contractor's Signature and Title (if applicable)
ATTACHMENT C: ADDITIONAL CONTRACTUAL TERMS
(Use additional pages, as necessary)

1. Paragraph 7. REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES is stricken and replaced with the following:

7. REPRESENTATION REGARDING CONTINGENT FEES. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

7.1 REPRESENTATION REGARDING GRATUITIES. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

For the Contractor:

[Signature]
Communications

[Name]

[Title]

[Date] 8-30-2016

For the Department:

[Signature]

Gary Smeltzer

[Title]

[Date] 8/31/2016
TO BE FILLED OUT ONLY FOR 300 LINE ITEM CONTRACTS

CONTRACT JUSTIFICATION

Detailed description of contractual services to be performed including location, program, purpose, and condition or regulatory agency establishing the requirement for contract personnel services (contract services which require regulatory agency action must have concurrence of regulatory agency prior to submission to the State Personnel Director):

MSDH must be available 24 hours a day, 365 days a year for consultation on reportable diseases as well as for laboratory services. For example, the agency has the only rabies testing laboratory in the state of MS.

Justification of request, including assessment of current personnel resources (i.e. utilization of current position vacancies, temporary increase in workload above capability of current workforce, level of expertise required, position classification not available to agency):

No agency personnel are on duty after normal working hours, on weekends, or holidays.

Qualifications that make this contractor the best suited to perform this task:

Signius Communications has performed these services for the agency for many years and has done a good job of screening calls and notifying the on-call staff.

Justification of modification request (if applicable):

Consequence of contract being disapproved:

The agency will not have any means of being notified of an emergency situation by citizens, healthcare workers, or other emergency services agencies.

I have reviewed this contract request and determined that these services are needed and cannot be provided by current staff or through the staffing of a vacant position.

[Signature]
Agency Authorized Signature

Date 6/13/16

MSDH Independent Contractor Agreement, Revised 04/16
For MSDH Internal Purposes Only
Form 605E
Mississippi State Department of Health  
Contract Worker/Independent Contractor Determination Worksheet

Agency Division: Epidemiology

Name of Individual/Contractor: Signius Investment Corp.

Project/Program: Answering Service

Completed by: Joy Sennett Date: 5-18-16

Instructions: Answers to the following questions will help determine whether contracts with individuals should be handled as contract workers or independent contractors by the agency for accounting purposes. YES answers indicate a contract worker relationship while NO answers indicate an independent contractor relationship. The guidance is provided by Federal IRS regulations.

Does the agency direct the individual as to:

1. When and where to do the work;  
2. What tools or equipment to use;  
3. What workers to hire or to assist with the work;  
4. Where to purchase supplies and services;  
5. What work must be performed by a specific individual;  
6. What order or sequence to follow.

YES | NO
----|----
☑ | ☐
☑ | ☐
☑ | ☐
☑ | ☐
☑ | ☐
☑ | ☐

Other considerations:

Independent contractors usually are more likely to:

1. Have un-reimbursed, fixed ongoing cost incurred regardless of the current work;  
2. Have significant investment in facilities or assets;  
3. Be free to seek out business opportunities, (advertise, visible business location, etc.);  
4. Be paid a flat fee for the job verses a contract worker generally guaranteed a regular wage;  
5. Be engaged for a limited time or project.

The substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a contract employee or an independent contractor.

Conclusion: Contract Worker ☐ Independent Contractor ☒
In: 6:11p Fr May-08 '15 TDB 195
Out: 8:09a Mo May-11 '15 MC r/p
FMD5:1325 xx Do NOT Deliver xx
For :
From:
Co:
A/C: 
Tel#:
Is this an ER?: YES
Msg: PT HAS VRE OF THE URINE
x 6:12p Fr May-08 TDB DIAL #
JANNIFER CELL AND GV TO HER
x 6:12p Fr May-08 TDB DIAL # CALLER
x 6:13p Fr May-08 TDB PATCHED

In: 11:59a Sa May-09 '15 LTW 199
Out: 8:09a Mo May-11 '15 MC r/p
FMD5:1325 xx Do NOT Deliver xx
For : OFC
From:
Co:
A/C: 
Tel#:
Is this an ER?: YES
Msg: TB PATIENT WAS NOT SENT HOME WITH ANY MEDS
x12:06p Sa May-09 LTW DIAL # GV TO
JANNIFER

In: 1:11p Sa May-09 '15 LTW 201
Out: 8:09a Mo May-11 '15 MC r/p
FMD5:1325 xx Do NOT Deliver xx
For : OFC
From:
Co:
A/C: 
Tel#:
Is this an ER?: YES
Msg: RE:TB MEDICATION IN HOLMES COUNTY
x 1:13p Sa May-09 LTW DIAL #
JANNIFER
x 1:14p Sa May-09 LTW PATCHED

In: 3:51p Sa May-09 '15 BK 203
Out: 8:09a Mo May-11 '15 MC r/p
FMD5:1325 xx Do NOT Deliver xx
For :
From:
Co:
A/C: 
Tel#:
Is this an ER?: N
Msg: KRYSSTALS, PHILDELPHIA, MISSISSPI, EMPLOYEES ARE VIOLATING THE HEALTH CODE NOT WEARING HAIR NETS, OR FOLLOWING SAFE GUIDELINES REGARDING FOOD PREPARATION
STORE#
In:  4:25p Sa May-09 '15 BK 204
    Out:  8:09a Mo May-11 '15 MC  r/p
FMDS:1325 xx Do NOT Deliver xx
For :
From:
Co:
A/C::
Tel#:
Is this an ER?: N/Y?
Msg:  A PATIENT HAD MENINGITIS, WAS ON THE DISEASE CONTACT BOARD.
x  4:33p Sa May-09 BK DIAL #
    JANNIFER ANDERSON O/C  N/A LMTCAS
x  4:53p Sa May-09 MC DIAL #
    JANNIFER O/C CELL N/A
x  4:54p Sa May-09 MC DIAL #
    PERSONAL CELL WILL C/B SHE IS DRIVING
4:59p Sa May-09 BK JANNIFER
    ANDERSON CALLED IN TO BE PATCHED BUT COULD NOT PATCH
x  4:59p Sa May-09 BK DIAL #  CALLER
    N/A LMTCAS

In:  9:44p Sa May-09 '15 TDB 205
    Out:  8:09a Mo May-11 '15 MC  r/p
FMDS:1325 xx Do NOT Deliver xx
For :
From:
Co:
A/C::
Tel#:
Is this an ER?: YES
Msg:  REPORTING A POSITIVE HIV RESULT
x  9:45p Sa May-09 TDB DIAL #
    JANNIFER CELL AND
x  9:45p Sa May-09 TDB PATCHED
x10:12p Sa May-09 MC C/BACK
x10:12p Sa May-09 MC DIAL #
    JANNIFER CELL LFT MSG TO CAS
10:22p Sa May-09 MC GV TO JANNIFER
    SD TO TELL HER EVERYTHING IS GOOD
x10:22p Sa May-09 MC DIAL #  CALLER
    AND LET HER KNOW WHAT JANNIFER SAID
In: 9:12p Tu May-05 '15 CB 181
Out: 8:01a We May-06 '15 TLH r/p
FMDS: 1325 xx Do NOT Deliver xx
For:
From:
Co:
A/C:
Tel#:
Is this an ER?: Y
Msg: REPORTING A CLASS ONE
x 9:13p Tu May-05 CB DIAL #
JANNIFER GV TO JANNIFER