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Intervening variable: Parent/peer disapproval	School surveys and program-level survey (see Method of Collection)	School surveys: Annual  Program-level survey: Ongoing	<u>SmartTrack</u> : Online survey collected in public middle schools and high schools (grades 6-12); <u>Young Adult Survey</u> : Online survey to be collected in colleges/universities (not yet fielded) <u>Participant-Level Instrument</u> : Hard-copy survey administered as a program-level pretest/post-test	Public schools within county
Intervening variable: Perceived risk of harm of use	School surveys and program-level survey (see Method of Collection)	School surveys: Annual  Program-level survey: Ongoing	<u>SmartTrack</u> : Online survey collected in public middle schools and high schools (grades 6-12); <u>Young Adult Survey</u> : Online survey to be collected in colleges/universities (not yet fielded) <u>Participant-Level Instrument</u> : Hard-copy survey administered as a program-level pretest/post-test	Public schools within county
Intervening variable: Family communication about drug use	School surveys and program-level survey (see Method of Collection)	School surveys: Annual  Program-level survey: Ongoing	<u>SmartTrack</u> : Online survey collected in public middle schools and high schools (grades 6-12); <u>Young Adult Survey</u> : Online survey to be collected in colleges/universities (not yet fielded) <u>Participant-Level Instrument</u> : Hard-copy survey administered as a program-level pretest/post-test	Public schools within county
Consequence: Alcohol-related car crashes and injuries	Highway traffic safety office	Annual	Administrative data	County
Consequence: Prescription drug-related car crashes and injuries	Highway traffic safety office	Annual	Administrative data	County
Consequence: Alcohol-related crime	Law enforcement	Annual	Administrative data	County
Consequence: Prescription drug-related crime	Law enforcement	Annual	Administrative data	County
Consequence: Alcohol and prescription	Medical records	Annual	Administrative data	County

drug-related emergency room visits				
Consequence: Alcohol and prescription drug-related poisonings	Medical records	Annual	Administrative data	County

**Survey Overviews**

Where surveys are concerned, three principal instruments will be used: (1) Mississippi SmartTrack School Survey; (2) Mississippi Young Adult Survey; and (3) Mississippi Participant-Level Instrument (PLI), the last of which is a pretest/post-test survey used to test the effectiveness of prevention education programs. Note that estimates from the National Survey of Drug Use and Health (NSDUH) will also be used to track key outcomes at the state level. However, given SAMHSA’s familiarity with this survey, the narrative provided below does not address NSDUH as a data source.

The Mississippi SmartTrack School Survey is administered to all public school students in Mississippi in middle school (grades 6-8) and high school (grades 9-12) annually. In a typical year, about 125,000 public school students complete the SmartTrack Survey. The Mississippi Young Adult Survey was developed under previous initiatives and awaits Institutional Review Board approval prior to being administered in colleges and universities around the state. Thus, while this survey has been pretested on college students, it has not yet been fielded. The Mississippi Participant-Level Instrument (PLI) has been used since the beginning of SPF SIG implementation to the present and is largely modeled after the SPF SIG PLI as a program-level pretest/post-test.

**Survey Sampling**

Where sampling is concerned, SmartTrack is administered as a census of public school students in participating school districts across the state once per year. Specific days of survey administration within each school vary by that school’s schedule, but all students are eligible to take the survey. Because SmartTrack has grown in size and scope during its more than 15 years of administration, the state recently developed two SmartTrack survey subforms. Subform A features all of the measures traditionally featured on the survey. Subform B features new items that, if included in the original survey, would have greatly lengthened the instrument and thereby compromised its validity. Both survey subforms feature key demographic measures and other critical indicators. Each student is randomly assigned to complete a specific SmartTrack subform, thus yielding roughly equivalent subgroups completing subforms A and B. Beginning in 2015, SmartTrack moved to a fall semester data collection schedule to avoid conflicts with end of course testing that occurs during the spring semester.

The Mississippi Young Adult Survey has not yet been fielded, but ideally will be administered to all students in two-year and four-year institutions of higher learning (IHLs) during the course of the PFS 2015 grant. Thus, a census approach of participating IHLs would be used for this survey similar to that employed for SmartTrack, although the focus will be college-enrolled young adults. There is a possibility that the Young Adult Survey would also be administered in non-

educational institutions such as vocational programs and events such as job fairs so as to diversify its sampling frame.

The Mississippi Participant-Level Instrument (PLI) is administered to all participants in all prevention education programs within the state. (It is also used in block grant prevention education programs.) The PLI is a pretest/post-test survey that was modeled largely after the SPF SIG PLI, with some adaptations (e.g., disapproval response option expansion). The survey can be administered based on a match-survey method in which ID codes are assigned to substitute for names, but that is an optional feature of the Mississippi PLI. Generally, the PLI is administered using an unmatched survey method. As needed, the evaluators can use a passive tracking technique that combines key demographic characteristics with month and day of the month born to generate a unique survey ID that can be matched across pretest/post-test administrations.

### **Survey Response Rates**

The firm that has administered SmartTrack on behalf of the state has estimated the survey response rate to be at least 85%, meaning that of 100 students eligible to complete the survey, at least 85 submit a completed survey form. By any standards, this response rate is enviable. All efforts are being conducted to maintain this high response rate. The recent move to administer the survey in the fall (rather than the previous spring data collection schedule) reflects the desire to maintain a high response rate. Fall data collection will not interfere with end of course testing. Moreover, the move to survey subforms keeps the survey from growing and thereby limits the survey completion burden on the respondent.

The Mississippi Young Adult Survey has not yet been fielded. Therefore, a response rate has not been established. The survey has been tailored so that it can be completed on a mobile device. This effort reflects the evaluation and project team's desire to achieve as high a response rate as possible. We will aim for a response rate of 75%, but welcome direction from SAMHSA, the cross-site evaluation team, and other states that have previously administered such a survey as we pursue this goal.

Based on field reports, the Mississippi PLI exhibits a response rate of over 95%. Nearly all of the eligible prevention education program participants complete the PLI. Some attrition in survey completion is evident from student absenteeism for either the pretest or the post-test or, on rare occasion, refusal to complete it. But prior experience dictates that over 95 in every 100 eligible students complete the PLI pretest and post-test.

### **Validity and Reliability of Survey Measures**

SmartTrack features items that have been carefully tested for validity (accuracy of measurement) and reliability (consistency of measurement). SmartTrack's drug consumption measures and many of its consequence measures were modeled after Monitoring the Future (MTF), which is collected annually nationwide by the National Institute on Drug Abuse using well established valid and reliable measures. As new threats have emerged (e.g., prescription drug misuse), items have been added to SmartTrack to gauge these trends. When items are added, the Evidence-

Based Workgroup looks to national surveys as models for new items. Newly added items are also pretested for comprehensibility prior to their integration into the survey. SmartTrack is reviewed annually by Mississippi's Evidence-Based Workgroup for validity and reliability. This annual review protocol was established under the State Prevention Enhancement grant that Mississippi received previously. As needed, items are revised to maximize validity and reliability. For example, several years ago, slight wording changes were incorporated into SmartTrack's self-reported measure of alcohol-related suspensions and expulsions to distinguish them from generic suspensions and expulsions. This revision corrected an over-reporting problem that had been observed in some school districts on this particular item. Thus, this change addressed both validity (accuracy) and reliability (consistency) concerns.

The new Mississippi Young Adult Survey has not yet been fielded. However, the majority of its measures have been taken from the National Survey of Drug Use and Health (NSDUH), given that survey's exemplary record of validity and reliability. Thus, there are no validity or reliability concerns associated with the Mississippi Young Adult Survey. The Mississippi Young Adult Survey has been pretested on college students, and these pretests have indicated strong results with respect to item comprehensibility, survey accessibility on a mobile device or PC, and timely completion of the survey (under five minutes). Moreover, the results of the Mississippi Young Adult Survey will provide community-level estimates on a difficult to reach age range that are not possible with NSDUH given its relatively small sampling frame. (Sub-state young adult estimates from NSDUH do not typically have enough cases to produce statistically meaningful results.) In short, community-level results from the Mississippi Young Adult Survey will provide an excellent complement to state-level NSDUH estimates.

The Mississippi PLI is based on the SPF SIG PLI, with only minor modifications. The SPF SIG PLI utilized only valid and reliable indicators. Therefore, all indicators on the MS PLI are valid and reliable as well. This instrument has been used for over eight years now, and has an excellent track record of capturing essential data.

## **D-VI. Behavioral Health Disparities**

The mPACC evaluation team will use data in several ways to address behavioral health disparities. First, in collaboration with the SEOW, the evaluation team will revisit and augment its existing health disparities assessment for the state of Mississippi. This assessment, conducted in preparation for the submission of the PFS 2015 proposal, entailed the use of existing data to identify subpopulations that are vulnerable to disparities. The results of this health disparities assessment revealed significant vulnerabilities of various sorts among the following groups.

- African Americans (both men/boys and women/girls)
- Mississippi Band of Choctaw Indians
- Sexual/gender minority groups in Mississippi (LGBTQ)
- Residents of the Mississippi Delta, due to poverty and remote rural locations

This augmentation of this initial assessment will be vital in specifying the types of groups most at risk of health disparities. Mississippi has a documented history of unequal access to social,

economic, and health-related resources. Some groups may be influenced by compounded disparities (e.g., Delta residents face combination of rural remoteness and entrenched poverty). As part of this ongoing health disparities assessment, every effort will be made to prioritize disparities in terms of their severity and the feasibility of amelioration. Gaps in any current data systems and corrective strategies designed to rectify these gaps will also be identified through this ongoing effort.

Second, the evaluation team will conduct its evaluation so as to ensure that all interventions are implemented to reduce the differences in availability of, access to, use of services, and health outcomes among these vulnerable subpopulations. Data will be collected from program clients in such a manner that health disparities and the reduction of such disparities can be validly measured and carefully monitored. Other PFS instruments, including the GLI (Questions 19, 20, 21, and 22) and CLI (Questions 7, 17, 19, 23, 191, 200, and 201), are expected to offer additional support in this effort. But all Mississippi instruments feature items that permit the careful tracking of service delivery and the effectiveness of such services in relation to health disparities.

Third, all stakeholders will be trained on CLAS standards and, as part of this training, will be required to develop a health disparities impact statement. (The state will provide a model impact statement to subrecipients.) Most importantly, the evaluation team will ascertain the level of adherence to CLAS standards. The integration and implementation of CLAS-related activities will be carefully monitored and evaluated through the use of surveys (CLAS Training Survey, CLAS Implementation Log as part of the Fidelity Monitoring Matrix). Focus group discussions will be held among stakeholders to pinpoint best practices with respect to CLAS and to foster the dissemination of such practices. Adherence to CLAS standards will therefore be determined through quantitative and qualitative evaluation methods. Along with CLAS, disparity data will be used to tailor cultural competency policies and practices promoted by the state and infused within the interventions. Adaptations made to strategies will be tracked and reported to all stakeholders, including the PEP-C.

Finally, a health disparities focus will be integrated into every step of the SPF model. Key staff, stakeholders, and subrecipients will continue to improve their capacity to identify disparities, determine their magnitude, pinpoint contributing factors (e.g., barriers), and delineate possible avenues for overcoming such disparities. Results will be used throughout each step of the SPF process to reduce differences and improve outcomes for subpopulations experiencing disparities. mPACC will utilize guidance provided by SAMHSA for each step of the SPF as follows.

- **Assessment:** Identify populations vulnerable to behavioral health disparities and the specific disparities experienced within high-need communities
- **Capacity:** Build the capacity of staff, stakeholders, and subrecipient staff to address disparities, including Culturally and Linguistically Appropriate Service (CLAS) standards
- **Planning:** Guide communities on incorporating effective strategies for identifying, addressing, and monitoring disparities among identified populations

- Implementation: Implement, and adapt as needed, prevention programs that target identified subpopulations experiencing disparities
- Evaluation: Conduct and periodically review process and outcome evaluation data to identify adjustments needed

Mississippi already has an excellent track record of having acted to identify and, as possible, correct health disparities. The state has previously identified subpopulations that are at risk of experiencing disparities (noted above). Under mPACC, the state will implement interventions to improve the availability of, access to, and use of services to improve outcomes, specifically, substance use and abuse, among the populations identified. In previous efforts to reduce the differences in community members achieving optimal health, the SPF model was employed to identify and address health disparities. PFS subrecipients will therefore be building on a solid foundation, and will be directed to use the same SPF process to identify any subpopulations that warrant attention in their local communities. The SEOW has capably employed census data, as well as evaluation results from previous projects, to identify priority areas within the state. Data related to rates of poverty, access to health care, educational inequalities, environmental threats, and individual and behavioral factors were considered and will continue to be examined.

## **D-VII. Analysis Plan**

The analysis plan is composed of two components: (1) process data analyses and (2) outcome data analyses. Each of these components is addressed separately below.

### **Process Data Analysis: Overview**

Where process data are concerned, analyses of data collected and maintained within the project Management Information System (MIS) will be critical. These data will be analyzed in terms of inputs (investments necessary to deliver services) and outputs (the delivery of services to particular targets). The key evaluation question governing the process evaluation will be: Who delivered what services to whom in what context and at what cost? Inputs will typically take the form of count data (e.g., number of evidence-based programs utilized, number of hours invested in preparation for the delivery of an evidence-based prevention education program). Inputs are among the most straightforward data points to analyze. Inputs will be analyzed with descriptive statistical techniques. Over time, inputs can be aggregated, averaged, and compared across time periods (e.g., average numbers of evidence-based programs used among all subrecipients in project years 2, 3, and 4). Thus, statistical techniques suitable to generate such comparisons (summation, time-series descriptive comparisons) will also be used.

Output data will generally be analyzed using descriptive statistical procedures such as counts (e.g., numbers served, types of persons served), scales (e.g., satisfaction with services provided), and percentages (e.g., proportions of subrecipients engaged in a particular practice). Again, basic statistical techniques can be used to aggregate such data and conduct comparative analyses (e.g., average numbers of persons served by subrecipients in project years 2, 3, and 4). As warranted,

correlations may be generated between inputs and outputs because distinctive programmatic investments are often associated with differential outputs. For example, greater satisfaction levels would likely be exhibited for a trainer who is certified in the delivery of an evidence-based curriculum than for an uncertified trainer.

### **Process Data Analysis: Implementation Fidelity**

Fidelity is a vital element in the process evaluation. As noted elsewhere in this plan, implementation fidelity will be gauged principally by the use of a Fidelity Monitoring Matrix. The core portion of this matrix will be composed of a list of items distilled from the proposed work plan. In this way, the work products identified in the proposal can be compared against the actual activities and accomplishments. Any completion checklist item will be straightforwardly calculated based on the one of the three following categories: fully completed (scored as a 3), partially completed (scored as a 2), or no evidence of progress toward completion (scored as a 1). These scores will be summed to generate an overall work product completion score. Checklist data can be recoded and reanalyzed (1 = fully completed, 0 = incomplete) so a completion proportion can be calculated. A similar approach will be used with respect to another critical component of this Fidelity Monitoring Matrix, namely, the SPF Progress Monitoring Checklist (SPF-PMC). This instrument will be analyzed so that summed and percentage completion scores are rendered for the completion of each step and the SPF model overall. The Fidelity Monitoring Matrix and its component checklists are under development.

### **Process Data Analysis: Dosage**

Dosage is another critical element of the process evaluation. Dosage reflects the magnitude of service receipt among participants. Mississippi's DataGadget portal collects process data information, and this portal will be enlisted in the PFS 2015, particularly where the measurement and analysis of service dosage is concerned. DataGadget gives provides a portal through which subrecipient personnel can enter critical information about the duration of the intervention, duration of each session, number of persons served, types of persons served, strategy type, IOM prevention category, and so forth. Most importantly for the purposes of data analysis is the ability of the evaluators to access DataGadget to produce spreadsheets that are suitable for the analysis of service dosage and related measures in SPSS or another statistical analysis package. Thus, DataGadget will figure prominently in the analysis process data and will be especially useful for analyzing service dosage difference across interventions and subrecipient communities. Moreover, dosage measures can be aggregated and correlated with other measures (satisfaction, outcomes) to determine how, for example, optimal dosage might be associated with robust outcomes.

### **Outcome Data Analysis: Overview**

The outcome data analysis will focus on indicators listed in Sections D-IV and D-V of this plan. All measures will be tracked throughout the duration of the grant or an appropriate portion of the project (e.g., beginning of implementation through completion of implementation). All measures to be used in the evaluation have been carefully screened for validity and reliability (see above).



Various statistical techniques will be employed. Univariate, multivariate, and repeated measure analyses will be performed to gauge program effectiveness. The data will be collected in such a manner that aggregate (state-level or all-client) patterns and population-specific comparisons (gender, age, race-ethnicity) can be drawn. The latter are particularly important with respect to detecting health disparities in service receipt and effectiveness.

### **Outcome Data Analysis: Measurement Over Time and Comparison Group**

Pretest and post-test comparisons will be utilized directly for the Mississippi Participant-Level Instrument, which is specifically designed to generate program baseline versus program exit comparisons. All other surveys are longitudinal in nature, which will permit time series analyses to be conducted that, while not adhering directly to the logic of a pretest/post-test, will nonetheless permit the tracking of changes over time given repeated measures. Thus, all analyses will explore differences in trends over time, with comparable change statistics contrasted to one another through conventional statistical tests (e.g., t-tests and other repeated measures analytical techniques).

No formal control or comparison group will be utilized in the delivery of PFS programming given the costs and challenges of attrition that control groups pose. However, the evaluation team has previously used a quasi-experimental approach at the aggregate level wherein trends exhibited in funded communities (quasi-experimental group) are contrasted with trends exhibited in unfunded communities (quasi-control group). The availability of a statewide survey (SmartTrack) makes such an approach possible. The evaluation team will explore this option throughout the project, as it depends on the comparability of communities in the quasi-experimental and quasi-control groups.

### **Outcome Data Analysis: Statistical Procedures to Measure Change**

Measures will be coded and analyzed consistent with the conventional scientific practice. Thus, response categories will be coded in a manner that preserves maximum response variability. A combination of univariate and bivariate statistics (e.g., counts, percentages) will be generated to offer a descriptive overview of key patterns. As noted, such statistics will be measured and coded consistently to permit comparisons over time (e.g., greater proportion of subrecipients using evidence-based programs over time, increases in numbers served from year 2 to year 3). The evaluation team will also use multivariate analyses (e.g., regression) to hold constant potential confounding factors that, if left uncontrolled, could result in spurious statistical relationships.

### **Outcome Data Analysis: Expected Sample Sizes**

Expected sample sizes are difficult to estimate with the exception of SmartTrack. SmartTrack typically produces over 100,000 usable surveys throughout the state for any given year of administration. However, the move to use subforms on SmartTrack might cause some diminishment in sample size depending on the item in question or the variable relationships being analyzed. Of course, even a sample size of more than 50,000 students statewide is exceptional in this type of survey. At the community level, sample size will largely be a product

of the public school population. Thus, SmartTrack sample size estimates among subrecipients are difficult to specify, but can range from several hundred cases per county to several thousand.

The Mississippi Young Adult Survey has not previously been fielded. We hope to generate several thousand cases (say, approximately 4,000) during the first year of administration (to be determined pending IRB approval). Growth in this number would be expected after refinements to the survey design and administration are made. Sample sizes specific to any subrecipient will certainly vary by population size, and are too difficult to project for a survey that has not been previously fielded.

The number of completed PLI (Program-Level Instrument) surveys will vary dramatically based on the number of persons served through prevention education programming. And numbers served are, in part, due to population size (school size). Statewide, the sample size is hoped to eclipse the threshold of 2,000 surveys in any given year. However, these numbers quite difficult to predict at this time.

#### **D-VIII. Participation in PFS National Cross-Site Evaluation**

The evaluation team will utilize the CSAP data collection and management system (e.g., Management and Reporting Tool, MRT) and pledges to collaborate closely with the cross-site evaluation team (PEP-C) in all facets of its work. Mississippi's evaluators and project personnel will provide required data through CSAP's online system, and will also train subrecipients on the collection of data as well its entry into an online system. The evaluation team will provide ongoing technical assistance to all stakeholders and will attend trainings and conferences related to the evaluation of the PFS. The evaluation team has extensive experience working with the state of Mississippi and its communities. This strong working relationship will be an asset. If the cross-site evaluation team requires any changes to the evaluation plan featured here, Mississippi's evaluators are prepared to make additional modifications.

#### **D-IX. Reporting Plan**

The evaluation team has developed a two-pronged reporting plan. First, critical information that requires a rapid response will be reported as immediately or, if warranted, through monthly calls that will be held between the evaluation team and project team. Rapid-response information is typically that which is necessary to promote implementation fidelity and effectiveness. Second, more detailed information about project's trajectory will be reported on a regular basis (generally through quarterly meetings). This information will not be of an urgent nature, but will be vital to effective functioning. The evaluation team will be sure to use an inclusive approach to sharing information so that collaborative and effective actions may follow.

The primary users of the evaluation data will be identified during the first quarter of the grant. These users are likely to include key state staff; partners, including the SEOW; funding officials; and other interested stakeholders. Frequent interaction will be key in communicating progress and lessons learned and soliciting feedback. Primary users will be kept informed through periodic meetings, such as meetings of the SEOW, Mississippi Prevention Network, the

Advisory Council for the Bureau of Alcohol and Drug Services, the Board of Mental Health, and subgrantees. Progress and results will also be communicated by verbal and written reports, conference presentations, and (as warranted) through media outlets. Items that will be communicated include the program description and goals, expected and actual results, strategies, resources, implementation progress, challenges or barriers, health disparity subpopulations and associated strategies, and a logic model. Interim and final written reports and feedback required by funding partners will be shared among stakeholders, advisory committees, and subrecipients. Consistent with the principles of utilization-focused evaluation, the report content and format will be made suitable for the audience. Summaries will be included where needed, taking care to remove unnecessary technical terminology. Recommendations for action needed will be solicited by the aforementioned groups, including the SEOW's Evidence-Based Workgroup. Communications will be delivered using timely, unbiased, and consistent methods with the goal of achieving full disclosure and impartial reporting.

## Appendix B

### **DMH Contract Sample Template Independent Contractor**

This Personal Service Contract (“Contract”) is made by and between the Mississippi Department of Mental Health (“DMH”) whose address is 239 North Lamar Street, Suite 1101, Robert E. Lee Building, Jackson, Mississippi 39201 and \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ under the following terms and conditions:

1. **Scope of Services** The Contractor will provide services as specified in the \_\_\_\_\_ (hereinafter referred to and attached as Exhibit “A”), and the \_\_\_\_\_ by Contractor dated \_\_\_\_\_ (hereinafter referred to and attached as Exhibit “B”).
2. **Contract Term** The period of performance of services under this Contract shall begin on \_\_\_\_\_ and end no later than \_\_\_\_\_.
3. **Consideration** As consideration for the performance of this Contract, Contractor shall be paid a fee not to exceed \_\_\_\_\_ in accordance with the terms of this Contract. Contractor shall submit an invoice for approval by the DMH within ten (10) days of completion of each phase of the project. The invoice shall include: (a) a reference to this Contract (b) Contractor’s tax payer identification number (c) any other details as the DMH may reasonably request. It is agreed that, in no event, the total compensation paid to Contractor will exceed the specified amount contained in this paragraph.
4. **E-Payment** The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Department of Finance and Administration (DFA) agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-305, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
5. **Paymode** Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) and shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

6. **Availability of Funds** It is expressly understood and agreed that the obligation of the DMH 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 DMH, the DMH shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the DMH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. (MCA Section 27-104-25(3)). DMH shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.
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.
8. **Representation Regarding Gratuities** The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
9. **Record Retention and Access to Records** The Contractor agrees that the DMH or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and performance under this Agreement. In addition, such records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract shall be maintained and made available to DMH, any state agency authorized to audit DMH, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives. The Contractor agrees to refund to the DMH any overpayment disclosed by any such audit arising out of or related in any way to this contract. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed, unless the DMH authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Contract has been started before the expiration 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.
10. **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 venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor

shall comply with applicable federal, state, and local laws and regulations. Contractor expressly agrees that under no circumstances shall DMH be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Contract shall affect any statutory rights that DMH may have and such rights cannot be waived or limited by contract.

11. **Assignment** The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of the DMH. Any attempted assignment or transfer without said consent shall be void and of no effect.
12. **Compliance with Laws** The Contractor understands that the DMH 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 the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all DMH policies and procedures and all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. **Trade Secrets, Commercial and Financial Information** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
14. **Transparency** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
15. **Employee Status Verification System** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp. 2008), and will

register and participate in the status verification system for all newly hired employees. 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. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws.

The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement 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, or (b) the loss of any license, permit, certification or other document granted to the 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 termination/cancellation, the 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.

16. **Independent Contractor** The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the DMH. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DMH. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DMH; and the DMH shall no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that DMH enters into this Contract with Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by DMH for any purpose from said Contract sum. Contractor accepts exclusive responsibility for the payment of Federal Income Tax, State tax, Social Security, and any other withholdings that may be required.

Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DMH. Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right

to hire and discharge its employee. DMH may, however, direct Contractor to replace any of its employees under this Contract. Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises if any DMH location. Any employee or subcontractor of Contractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of Contractor who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor its employees are entitled to state retirement or leave benefits.

17. **Modification or Renegotiation** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the DMH revisions of any applicable laws or regulations make changes in this Contract necessary.
18. **Procurement Regulations** The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov> unless exempted.
19. **Ownership of Documents and Work Papers** The DMH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, whether completed or in progress, created in connection with the Project which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DMH upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the DMH and subject to any copyright protections.
20. **Indemnification** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the DMH, its 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, and claims for damage arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.
21. **Third Party Action Notification** The Contractor shall notify DMH in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within



five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or DMH by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract. Failure of the Contractor to provide such written notice to DMH shall be considered a material breach of this Contract and the DMH may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

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

For the Contractor:

For DMH:

Kris Jones, Director, Bureau of Contract Management  
Mississippi Department of Mental Health  
239 North Lamar Street, Suite 1101  
Jackson, Mississippi 39201  
Telephone: 601-359-1288

23. **Severability** If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
24. **Change in Scope of Work** The Mississippi Department of Mental Health may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No services may be changed, no 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 Mississippi Department of Mental Health and the Contractor.

If the 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 the Contractor, the Contractor must immediately notify the Mississippi Department of Mental Health in

writing of this belief. If the Mississippi Department of Mental Health 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.

25. **Failure to Enforce** Failure by the DMH, 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 DMH to enforce any provision at any time in accordance with its terms.
26. **Conflict of Interest** Contractor shall notify the DMH of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the DMH's satisfaction, the DMH reserves the right to terminate this Contract.
27. **Sovereign Immunity** By entering into this Contract with Contractor, the State of Mississippi does, in no way, waive its sovereign immunities or defenses, as provided by law.
28. **Confidential Information** Contractor shall treat all DMH data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party without specific written consent of DMH. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the DMH and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of this Contract.
29. **Network Security** Contractor agrees that any access to the state network must follow all the guidelines set forth by MS ITS security policy and be responsible for cost for implementation and or any changes or updates of such policy unless agreed upon by both parties including ITS.
30. **Stop Work Order**
  - (1) *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified

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

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

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

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

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

(4) *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

31. **Termination** The DMH may terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. The Contractor may terminate this Contract with cause upon thirty (30) days written notice to the DMH.

A. Termination for Convenience:

- (1) *Termination.* The DMH Executive Director 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 DMH Executive Director or designee shall give

written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

- (2) *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 DMH Executive Director 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.

#### B. Termination for Default

- (1) *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 DMH Executive Director 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 DMH Executive Director 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 DMH Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the DMH Executive Director 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.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) *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 DMH Executive Director 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.

- (4) *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 DMH Executive Director 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 DMH Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience" in fixed price contracts and "Termination" in cost-reimbursement contracts.
- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *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.

#### C. Termination Upon Bankruptcy

This contract may be terminated in whole or in part by DMH 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.

32. **Waiver** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
33. **Attorney's Fees and Expenses** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in the enforcing of this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.
34. **Entire Agreement** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supercedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

This Contract has been entered into and executed by DMH and \_\_\_\_\_ hereto as of the day and year first above written.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
, Director of Bureau of

\_\_\_\_\_  
Kelly Breland, Director of the Bureau of Administration  
Mississippi Department of Mental Health  
239 North Lamar Street, Suite 1101  
Jackson, Mississippi 39201  
Telephone: 601-359-1288