



Request for Qualifications

*Project Evaluation Services for the Mississippi
Prevention Alliance for Communities and Colleges
(mPACC) Project*

RFQ # mPACC2-6.6.2016-6.24.2016

Issue Date: June 2, 2016
Contact: Kris Jones
MS Department of Mental Health
239 North Lamar St.
Jackson, MS 39201
601-359-1288
kris.jones@dmh.ms.gov

Section A - Introduction

The MS Department of Mental Health (DMH) seeks to contract with one contractor as an independent contractor to provide project evaluation services for DMH’s Mississippi Prevention Alliance for Communities and Colleges (mPACC) project. DMH is utilizing a Competitive Sealed Qualifications Process to request and obtain Statements of Qualifications (SOQs) from interested parties.

DMH receives federal funding for the mPACC Project from the Department of Health and Human Services’ Substance Abuse and Mental Health Services Administration (SAMHSA) – Partnerships for Success 2015. Project evaluation services must meet all applicable state and federal requirements for cross-site evaluation, location evaluation, and reporting.

Section B – Deadlines/Timelines

RFQ Issue Date	Mon, June 6, 2016
SOQ Submission Deadline	Fri, June 24, 2016 by 12:00 noon CST
Selection Completed*	Fri, July 1, 2016
Submission to the Personal Service Contract Review Board (PSCRB) for Review	Tues, July 19, 2016
Board of Mental Health Review	Thurs, July 21, 2016
PSCRB Meeting for Decision	Tues, August 16, 2016

*Execution of contract is subject to approval by the Board of Mental Health and Personal Service Contract Review Board

Section C – Applicable Law and Procurement Regulations

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.

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review 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>.

Section D – Compliance with Laws

Contractor understands that 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 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.

Section E – 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:

- (1) 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both
- (3) In the event of such cancellations/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.

Section F – E-Payment and Paymode

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

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.

Section G- Minimum Qualification and Experience Requirements

The following minimum qualifications are required for the successful contractor. The minimum qualifications outlined represent the specialized skills, and past record of performance that are required to meet this request for qualifications. All qualifications must be met in order to be selected. Evidence that the proposed contractor meets the stated qualifications below must be submitted as part of the SOQ.

- (1) The successful contractor must maintain a sufficient number of employees with the expertise and experience (as outlined) to meet stated contractual obligations.
- (2) The successful contractor must have documented experience in the analysis and reporting of Smart Track School Survey data.
- (3) The successful contractor must have documented experience in the evaluation of Strategic Prevention Framework Projects.
- (4) The successful contractor must have documented experience in the implementation of cross-site evaluation projects as required by SAMHSA. Any publications, to include project annual reports, quarterly reports, etc. should be submitted as appendices to the SOQ as evidence of the documented experience required.
- (5) The successful contractor must have documented experience in the utilization of SAMHSA's Center for Substance Abuse Prevention (CSAP) data collection and management experience. Any publications, to include project annual reports, quarterly reports, etc. should be submitted as appendices to the SOQ as evidence of the documented experience required.

Section H - Description of Services To Be Provided

Project evaluation services for the mPACC Project are to be provided in accordance with the approved mPACC Project Proposal, specifically Section D: Data Collection and Performance Measurement (included as Appendix A). Project evaluation services for the mPACC Project must adhere to the following evaluation goals:

- Evaluation will determine the extent to which Mississippi and its sub recipient communities prevent the onset and reduce the progression of underage drinking and prescription drug misuse.
- Evaluation will determine the extent to which Mississippi and its sub recipient communities reduce alcohol-related consequences and prescription drug-related consequences among adolescents aged 12-17 and young adults aged 18-20 and 21-25.

- Evaluation will determine the extent to which Mississippi and its sub recipient communities implement the Strategic Prevention Framework (SPF) process.
- Evaluation will determine the extent to which mPACC strengthens the prevention capacity and infrastructure of Mississippi and its sub recipients.
- Evaluation will determine the extent to which mPACC fosters the leveraging, redirecting, and aligning of statewide funding streams and resources for prevention.
- Evaluation will determine the extent to which Mississippi and its sub recipients increase perceived parental or peer disapproval of underage drinking.
- Evaluation will determine the extent to which Mississippi and its sub recipients increase family communication around drug use.

Project evaluation services must include, but are not limited to, both process and outcome evaluation in order to meet the overall evaluation goals. Additionally, state level and community-level (sub recipients) performance measures and outcome measures must be measured and tracked for the mPACC Project. Those specific measures are outlined below.

Upon execution of a contract with a contractor, the successful contractor will:

- (1) Ensure that the mPACC Project Evaluation Goals are assessed and reported to all state and federally required reporting entities
- (2) Collect, analyze and report all state level performance measures included below:
 - a. Progress through the Strategic Prevention Framework (SPF) model and fidelity for each SPF step
 - b. Number of training and technical assistance activities per funded community provided by the grantee to support communities
 - c. Reach (numbers served) of training and technical assistance activities provided by the grantee
 - d. Percentage of sub recipient communities that have increased the (a) number and (b) percentage of evidence-based practices/promising practices (EBPPPs)
 - e. Percentage of sub recipient communities that report an increase in prevention activities supported by leveraging of resources
 - f. Percentage of sub recipients that submit data to the grantee data system
- (3) Collect, analyze and report all sub recipient (community) level performance measures included below:
 - a. Progress through the SPF model and fidelity for each SPF step
 - b. Number of active partners supporting the local initiative
 - c. Number of people reached by each Institute of Medicine (IOM) prevention category (i.e., universal, selected, indicated)
 - d. Number of people reached by demographic category
 - e. Number of people reached by each of the six prevention strategies (i.e., prevention education, problem identification and referral, information dissemination, environmental strategies, alternative activities, community-based processes)

- f. Number and percentage of EBPPPs implemented by sub recipient communities
 - g. Number, type, and duration of evidence-based interventions implemented, by the six prevention strategies
 - h. Number of prevention interventions that are supported by collaboration and leveraging of funding streams
- (4) Provide training and technical assistance to sub recipients as requested by DMH Project Director.
 - (5) Serve as the Subject Matter Expert (SME) for project evaluation –both State and local.
 - (6) Attend annual grantee meeting as required by DMH and SAMHSA.
 - (7) Participate in quarterly MS Prevention Network Meetings.

Section I - Type of Contract and Service Timelines

DMH seeks to contract with one contractor as an independent contractor to provide project evaluation services for DMH’s Mississippi Prevention Alliance for Communities and Colleges (mPACC) project. This project is funded through the Substance Abuse and Mental Health Services Administration (SAMHSA).

In order to ensure continuity in project evaluation services, DMH seeks to enter into a multi-term contract with one contractor for four (4) years with an option to renew for one (1) year. The anticipated terms of the initial contract are from approximately September 1, 2016 through June 30, 2020 with an option renewal period to begin July 1, 2020 through June 30, 2021, dependent upon continued federal funding for the project. DMH expects project evaluation services to be initiated upon execution of an approved and signed contract. The contract is subject to the approval of both the MS Board of Mental Health and the Personal Services Contract Review Board prior to execution.

A sample DMH contract template is included as Appendix B.

Section J – Restriction on Employment of Present Employees

Except as may be permitted by regulations or rulings of the Ethics Commission, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Additionally, Mississippi Code Annotated § 25-4-105(3)(a) states that “no public servant shall be a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent, other than in his contract of employment; or have a material financial interest in any business which is a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent” except as may be permitted by Mississippi Code Annotated § 25-4-105(4)(d).

Section K – Restriction on Former Employees in Matters Connected with Their Former Duties

(1) It shall be a breach of ethical standards for any former employee knowingly to act as a principal, or as an agent for anyone other than the State in connection with any:

- a. judicial or other proceeding, application, request for a ruling, or other determinations;
- b. contract;
- c. claim; or,
- d. charge or controversy;

in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.

(2) It shall be a breach of ethical standards for any former employee, within one year after cessation of the former employee’s official responsibility, knowingly to act as a principal, or an agent for anyone other than the State, in connection with any:

- a. judicial or other proceeding, application, request for a ruling, or other determination;
- b. contract;
- c. claim; or,
- d. charge or controversy;

in matters which were within the former employee’s official responsibility, where the State is a party or has a direct or substantial interest. Additionally, Mississippi Code Annotated § 25-4-105(3)(e) states that “no public servant shall perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment.”

Section L – Trade Secrets, Commercial/Financial Information and Transparency

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.

The awarded 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 contractor 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.

Section M - Method of Pricing

Pricing for this project is set by DMH as approved and funded by SAMHSA. Dependent upon contract start date, the first six (6) months of the project is estimated to be funded at a maximum of \$60,900. The maximum pricing per year for this project is \$121,800, with an overall total contractual limit of \$548,100. DMH intends to select a contractor that has the proven experience and expertise to perform the services described in this request for qualifications within the allocated budget already approved by SAMHSA.

Section N – Certification of Independent Price Determination

The proposed contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposed contractor or competitor relating to those prices, the intention to submit a Statement of Qualifications, or the methods or factors used to calculate the prices included.

Section O – Availability of Funds

It is expressly understood and agreed that the obligation of 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 DMH, DMH shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to DMH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Section P – Amendments to the Request for Qualifications (RFQ)

Amendments to the RFQ shall be identified as such and shall require that the proposed contractor acknowledge receipt thereof. The amendment shall reference the portions of the RFQ it amends. Amendments shall be sent to all proposed contractors known to have received and RFQ and be placed on DMH's website at www.dmh.ms.gov.

Amendments shall be distributed within a reasonable time to allow proposed contractors to consider them in preparing their SOQ. If the time and date set for receipt of SOQ will not permit

such preparation, such time shall be increased, to the extent possible, either in the amendment or, if necessary, by electronic means (e-mail), facsimile, or telephone and then confirmed in the amendment.

Proposed contractors shall acknowledge receipt of any amendment to the Request for Qualifications by signing and returning the amendment with the Statement of Qualifications, by identifying the amendment number and date by letter. The acknowledgment must be received by DMH by the time and at the place specified for receipt of bids.

Section Q – Representation Regarding Contingent Fees and Gratuities

The proposed Contractor must represent, as a part of such Contractor's SOQ, that such Contractor has or has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

DMH accepts no responsibility for any expense incurred by the proposed contractor in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the proposed contractor.

The bidder, offeror, respondent, or contractor must represent 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.

Section R - Submission of Statements of Qualifications (SOQ)

The following must be included and/or addressed in the SOQ:

- Name of proposed contractor, location of business, and place of performance of the contract
- Age of business and average number of employees over the past year
- Qualifications, including licenses, certification, and education of all persons who would be assigned to provide the services outlined in Section F – Description of Services To Be Provided
- Listing of other contracts, agreements, projects under which similar services in scope are performed. This listing must include the name of the project, brief project description, and the length of time respondent has been engaged in the project.
- Section F – Minimum Qualifications and Experience Requirements– all items
- If applicable, the acknowledgement of receipt of any amendments to the Request for Qualifications as outlined above.
- Proposed Contractor must state whether or not any person or agency on a percentage, commission, or other contingent arrangement has been obtained to secure this contract.

Any page of the SOQ, inclusive of the appendices, that the proposed contractor considers to contain proprietary data should be clearly marked in the upper right hand corner with the word “confidential”.

Proposed contractors should submit 2 hard copies of the SOQ and any appendices to DMH. Additionally, an electronic submittal exactly like the hard copy submittal should be submitted on a USB flash drive/thumb drive. Both hard copies and the USB drive should be submitted in one sealed package. Submissions via facsimile will not be accepted. The following format must be utilized for the hard copies:

- All margins should be one inch.
- Font must be Times New Roman 12pt.
- Each page of the SOQ and all attachments shall be identified with the name of the proposed contractor.
- Pages should be numbered in the bottom left.

All submissions must be received by the Department of Mental Health by noon (12:00 p.m.) CST on Friday, June, 24, 2016. Address all submissions to:

**MS Department of Mental Health
Attention: Kris Jones
239 North Lamar St. Suite 1001
Jackson, MS 39201**

Section S – Modification or Withdrawal of Statements of Qualifications (SOQ)

SOQ may be modified or withdrawn by written notice received in the office designated in the Request for Qualifications prior to the time and date set for opening. Any withdrawn or modified SOQ shall remain unopened in the procurement file.

Section T – Late Statements of Qualifications, Late Withdrawals and Late Modifications

Any SOQ received after the time and date set for receipt of a SOQ is late. Any withdrawal or modification of a SOQ received after the time and date set for opening of SOQ at the place designated for opening is late. No late SOQ, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of agency personnel directly involved with the procurement activity.

Proposed contractors submitting late SOQs which shall not be considered for award shall be so notified as soon as practicable.

Section U – Evaluation of Statements of Qualifications

Through an established evaluation committee, DMH will evaluate each SOQ submitted as set forth in Section F. Utilizing a one hundred (100) point scale, the proposed contractor with the highest point total will be awarded the contract, subject to all required approvals. SOQs will be evaluated on the following criteria:

1. ***Qualifications of project personnel (Award up to 60 points):*** general qualifications of personnel identified to participate in the description of services to be provided as defined in this RFQ.
2. ***Relevant experience (Award up to 40 points):*** experience of project team with projects of similar type and scale.

Section V- Protest Procedures

Proposed Contractors who submit a SOQ in response to this RFQ may protest the award of the contract resulting from this solicitation. Protests must be made in writing and must be received no later than seven (7) business days from the notice of selection/award. Protests should be addressed to the Director of the Bureau of Contract Management and must contain specific grounds for the protest. When referencing specific rules, regulations or procedures as a grounds for protest, the specific rules, regulations or procedures should be referenced by number and source. Supporting documentation, if to be considered, must be included with the protest. Any protest that is incomplete or not submitted within the prescribed timeframes will be dismissed with notification of dismissal provided to the proposed contractor.

A protest must state all grounds upon which the proposed contractor claims the solicitation or award was improper. Issues not raised by the proposed contractor in the written protest are considered to be waived.

Only the following are grounds for protest:

- 1) Failure to follow any of the following:
 - a. DMH procedures established in the RFQ
 - b. DMH policy on grants and contracting for personal services PSCRB Rules and Regulations;
- 2) Errors in computing scores which contributed to the selection of a proposed contractor other than the lowest and best bidder; or
- 3) Bias, discrimination, or conflict of interest on the part of an evaluator.

Disallowed grounds include:

- 1) Evaluators' qualifications to serve on the Evaluation Committee;
- 2) The professional judgement of the Evaluation Committee; and,
- 3) DMH's assessment of its needs regarding the solicitation.

Section W – Post-Award Vendor Debriefing

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission to the Bureau of Contract Management, to be received by DMH within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor

prefers to have legal representation present, the vendor must notify DMH's Bureau of Contract Management and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

At a minimum, the debriefing information shall include the following:

- (1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, proposal, or statement of qualifications, if applicable;
- (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) A summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or SOQ with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1.

Section X – Other Conditions

1. The release of the RFQ does not constitute an acceptance of any offer, nor does such release in any way obligate DMH to execute a contract with any other party. DMH reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with DMH.

Section Y – Stop Work Order

- (1) **Order to Stop Work.** The Procurement Officer of the [State], may, by written order to the contractor at any time, and without notice to any surety, require the 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 the 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, the 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, the 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 the performance of any part of this contract; or,
- b. the stop work order results in an increase in the contractor's cost properly allocable to the performance of any part of this contract; and,
- c. the 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.

End of Page
Appendix A

mPACC Project Proposal

Section D: Data Collection and Performance Measurement

Revised based on SAMHSA PFS Evaluation Plan Checklist

D-I. PFS Evaluation Goals

Mississippi's Partnership for Success (PFS) evaluation team has nearly 35 years of combined experience in program evaluation and monitoring, and has evaluated over \$30 million in federal and foundation grants. They confirm compliance with all facets of the cross-site evaluation of Mississippi's Partnership for Success 2015 grant, mPACC.

The evaluation of mPACC is organized around gauging the degree to which progress toward the attainment of PFS-mandated and grantee-specific goals is exhibited over the course of the grant. Thus, the evaluation goals are tied directly to the program goals. Mindful that the specific measures utilized to conduct the evaluation are featured in subsequent sections of this evaluation plan, the evaluation goals include the following.

1. Determine the extent to which Mississippi and its subrecipient communities prevent the onset and reduce the progression of underage drinking and prescription drug misuse.
 - Mississippi has opted to target both underage drinking and prescription drug misuse because the state aims to have the broadest possible effects on consumption patterns.
2. Determine the extent to which Mississippi and its subrecipient communities reduce alcohol-related consequences and prescription drug-related consequences among adolescents aged 12-17 and young adults aged 18-20 and 21-25.
 - Mississippi has purposefully chosen to serve residents from early adolescence through young adulthood given evidence of adverse alcohol and drug-related consequences across these critical life stages.
3. Determine the extent to which Mississippi and its subrecipient communities implement the SPF process.
 - Although Mississippi has had previous SPF grants (SPF SIG and SPF PFS II), there remain significant opportunities to bring the SPF model fully to scale within the state and its communities. The evaluation team will account for prior progress in SPF implementation while carefully measuring changes directly attributable to mPACC.
4. Determine the extent to which mPACC strengthens the prevention capacity and infrastructure of Mississippi and its subrecipients.

- Capacity-building and infrastructure enhancement include a wide variety of actions, such as expanding the use of evidence-based practices, disseminating evidence-based policies, and fostering organizational improvement such as coalition development. These actions and other efforts like them will be pursued under mPACC and tracked by the evaluators.
5. Determine the extent to which mPACC fosters the leveraging, redirecting, and aligning of statewide funding streams and resources for prevention.
 - Mississippi has begun the process of leveraging, redirecting, and aligning statewide funding streams for prevention in several key initiatives (e.g., funding of SmartTrack School Survey, financial underwriting of the Mississippi School for Addiction Professionals), but opportunities to expand these efforts will be pursued and evaluated through mPACC
 6. Determine the extent to which Mississippi and its subrecipients increase perceived parental or peer disapproval of underage drinking.
 - Parental/peer disapproval of underage drinking is an intervening variable that will be targeted and tracked as mPACC is implemented.
 7. Determine the extent to which Mississippi and its subrecipients increase family communication around drug use.
 - Family communication around drug use is an intervening variable that will be targeted and tracked as mPACC is implemented. A valid measure of this protective factor has long been featured on the Mississippi SmartTrack School Survey, as well as the Mississippi Participant-Level Instrument (PLI).

All evaluation strategies employed in this project are utilization-focused, that is, concerned with providing sustained measurement of key processes and outcomes coupled with continuous feedback designed to maximize program efficiency and effectiveness. Consistent with the principles of utilization-focused evaluation, key program staff (e.g., SEOW and its Evidence-Based Workgroup, program stakeholders, and representatives of funding entities) will be involved in all key decisions concerning the evaluation. The evaluation plan is designed to use evaluation results to plan effective prevention strategies, improve the quality of existing prevention infrastructures and programs, clearly illustrate the results of the funding opportunity, and obtain effective results for the individuals and communities served. The plan identifies clear goals, inclusive partnerships, and a feedback loop that allows for continuous quality improvement. Regular meetings between the evaluators, project team, and subrecipients will ensure fidelity, with adaptations properly approved prior to implementation. More detailed information on specific activities that will be utilized to achieve the evaluation goals is provided in the following sections.

D-II. Evaluation Questions

The evaluation team will conduct a rigorous performance assessment designed to answer two overarching questions. The first question pertains to the process evaluation, while the second

question pertains to the outcome evaluation. Instruments described in this section are currently under development.

1. *Process evaluation:* To what degree do grant activities conducted by the state grantee and its subrecipient communities exhibit implementation fidelity?

Throughout the project, the evaluators will assess various aspects of program functioning and implementation. At every stage, the evaluators will assess fidelity to protocol using a Management Information System (MIS) based primarily on the proposed work plan. Overall, the process evaluation will determine the degree to which implementation matches the proposed design. Where changes to the initial design are integrated into the project, the types of changes, contributors, and effects of those modifications will be monitored, documented, and reported. The process evaluation will track who provided what services to whom in what context and at what costs.

Using the process measures described below (Section D-III) and other proprietary measures featured in a project management information system (MIS) that is currently under development, this phase of the evaluation will monitor key program processes with special attention to the following activities.

- a. The evaluation team will monitor and describe the progress that Mississippi and its subrecipient communities exhibit with respect to advancing through the SPF steps. The SPF steps include Assessment, Capacity, Planning, Implementation, and Evaluation as well as Cultural Competence and Sustainability. Some information on SPF progress will be collected on the Grantee-Level Instrument (GLI), and the evaluation team will be sure to utilize this data source. However, the evaluators will also develop a SPF Progress Monitoring Checklist (SPF-PMC) that, as part of the project MIS, will locate the state and each subrecipient on a schematic map of the SPF model.

For each SPF step, the checklist will feature clear benchmarks that must be attained to demonstrate the completion of that step, along with a Comments section for qualitative observations to be recorded by the evaluation team. Cultural competence and sustainability will be tracked on the SPF-PMC as well. For example, concerning the Planning step in the SPF model, the checklist will feature a series of items for which an affirmative response indicates fidelity. The items featured below do not constitute an exhaustive list, but are featured only as sample checklist items for the Planning step.

- Has the subrecipient completed training on the generation of a strategic plan?
- Has the subrecipient generated a written strategic plan?
- Does the strategic plan feature a needs assessment?
- Does the strategic plan rely on valid data?
- Is the strategic plan organized around SMART goals?
- Does the strategic plan outline activities that (1) are logically linked to the specific goals and (2) have a realistic probability of leading to goal attainment?
- Has the plan been submitted for review to the state project team?

- If revisions were required following state-level review of the initially submitted plan, have those revisions been completed to address any gaps or deficiencies?
- b. The evaluation team will count, identify, and track the number of evidence-based programs, policies, and practices (EBPPP) that were implemented under mPACC. To this end, the evaluators can develop an EBPPP Inventory (for short, Evidence-Based Inventory or EBI). If needed, the EBI will be included as part of the project MIS. The EBI will list all of the evidence-based programs, policies, and practices used by the state and each subrecipient. Start dates, end dates, numbers served, and other vital information related to these evidence-based programs, policies, and practices may be captured through a SAMHSA data system (e.g., Community-Level Instrument section of the Management Reporting Tool), so the EBI will only be used to the extent that it does not duplicate an existing data tracking system.
 - c. The evaluation team will also track implementation fidelity by developing a Fidelity Monitoring Matrix (FMM). The FMM will be a critical part of the project MIS. The FMM-State database will be generated as a checklist from Mississippi's funded proposal and will feature all key activities outlined in the work plan and other sections of the proposal. Open fields will permit the evaluators to record qualitative observations in the FMM.

The FMM-Subrecipient database will feature a similar approach to that of the FMM-State (that is, a checklist generated from the work plan and other proposed activities), but will be distilled from the proposals of successfully funded communities. Among its other features, these matrices will ensure the proper implementation of evidence-based programs and practices as well as compliance with evidence-based policies that have been adopted under the grant.

- d. The evaluation team will also track any adaptations to the proposed plans at the state and community levels. The evaluators will ensure that a sound review process is established for the consideration of all proposed adaptations. This review process will require, at a minimum, a written justification for any proposed adaptations. Decisions made with respect to proposed adaptations will also be recorded in writing and in a manner that permits initiation of the adaptation to be established. Changes related to the integration of adapted strategies will be tracked through time-series analyses whereby performance prior to and following the adaptation will be compared. In conducting such comparative analyses to determine the effects of adaptations, sound scientific practices will be used (e.g., controls for confounding factors such as changing external influences). More detail on analytical procedures is provided below.

2. *Outcome evaluation:* To what degree are the proposed mPACC outcomes attained?

The evaluation team will collect a host of outcome data, with a focus on valid NOMs measured at the appropriate level, to determine program effectiveness. The evaluation will delineate the intervention's effects for key goals (e.g., consumption and consequence patterns), while

analyzing intervening variables (risk and protective factors) such as program, contextual, cultural, and individual attributes (e.g., race-ethnicity, gender, sexual orientation). The evaluators have carefully reviewed the Required Outcomes Measures in the PFS Evaluation Plan Checklist, which they have completed and submitted with this evaluation plan. Effect durability will be explored with time series data. Specific indicators are identified in later sections of this document, but outcomes to be measured and tracked include the following.

1. State-level and community-level prevention of onset and reduction in the progression of underage drinking and prescription drug misuse
2. State-level and community-level reductions in alcohol-related consequences and prescription drug-related consequences among adolescents aged 12-17 and young adults aged 18-20 and 21-25
3. State-level and community-level implementation of the SPF process
4. State-level and community-level strengthening of the prevention capacity and infrastructure
5. State-level and community-level leveraging, redirection, and alignment of statewide funding streams and resources for prevention
6. State-level and community-level increases in perceived parental and peer disapproval of underage drinking
7. State-level and community-level increases in family communication around drug use

D-III. Required Performance Measures and Other Process Measures

The mPACC evaluation will ensure that all required measures that were specified in the RFA are measured and tracked for Mississippi's PFS 2015 program. All required performance measures will be tracked at the appropriate level. Specific measures are described below, first at the state level and then at the community level.

State-Level Performance Measures

The following required performance measures will be measured and tracked at the state level. Brief descriptions of how these data points will be tracked and managed are also provided. Broader analytical approaches are addressed in Section D-VIII of this plan.

- Progress through the SPF model and fidelity for each SPF step
 - The project Management Information System (MIS) will include a SPF Progress Monitoring Checklist (SPF-PMC). This SPF-specific fidelity instrument will be used to ensure that the state meet all specified benchmarks associated with progress through the SPF model overall (e.g., timely progress) and that fidelity is evident for each SPF step. The SPF-PMC will permit the evaluators to identify the start date and completion date for each SPF steps. And, most importantly, the SPF-PMC will allow the evaluators to ensure that progress through each step meets with critical standards of achievement related to that step.
 - For example, concerning the first SPF step, Assessment, the evaluation team will ensure that:

- Data for the assessment exhibit the following attributes: timeliness (e.g., use of current data, typically not more than three years old), validity (reliance on accurate indicators), reliability (pattern established from multiple data sources where possible), longitudinal (estimates collected over time to identify trends), and so forth;
 - A holistic approach toward assessment is adopted, such that opportunities to enhance the prevention infrastructure are delineated through a gap analysis along with the assessment of consumption and consequence risks; and
 - Evidence is secured that indicates the use of an assessment-informed, data-driven process in defining targeted communities and awarding funds.
- Number of training and technical assistance activities per funded community provided by the grantee to support communities
 - Activity count data point tracked in Fidelity Monitoring Matrix (FMM), which is a key component of the broader project Management Information System (MIS), aggregated into annual total
- Reach (numbers served) of training and technical assistance activities provided by the grantee
 - Attendee count data point tracked in FMM, aggregated into annual total
- Percentage of subrecipient communities that have increased the (a) number and (b) percentage of EBPPPs
 - Proportional (percentage) data points tracked in FFM, aggregated into overall proportion on an annual basis
 - To generate these proportions, the number of subrecipient communities increasing the raw number and the overall percentage of EBPPPs is divided by the number of all subrecipient communities
 - Two data points will be generated, one with raw numbers of EBPPPs in the numerator of this proportion and the other with a percentage of EBPPPs as the numerator of this proportion
- Percentage of subrecipient communities that report an increase in prevention activities supported by leveraging of resources
 - Proportional (percentage) data point tracked in FFM, aggregated into overall proportion on an annual basis
 - To generate this proportion, the number of subrecipient communities increasing prevention activities supported by leveraged resources is divided by the number of all subrecipient communities
- Percentage of subrecipients that submit data to the grantee data system
 - Proportional (percentage) data point tracked in FFM, aggregated into overall proportion on an annual basis

- To generate this proportion, the number of subrecipient communities reporting data to the grantee (state) data system is divided by the number of all subrecipient communities

The following state-level measures are not specified as required in the RFA, but will be carefully monitored by the evaluation team to ensure implementation fidelity.

- Evaluation team review of the Funding Opportunity Announcement prior to its release
 - Tracked through the Fidelity Monitoring Matrix (FFM)
- Percent of proposals submitted to the state that incorporate the SPF process for community-level grant implementation
 - Tracked through the Fidelity Monitoring Matrix (FFM)
- Percent of timeline items achieved by state
 - Tracked through the Fidelity Monitoring Matrix (FFM)
- Number of policy or practice changes at the state level resulting from evaluation feedback
 - Tracked through the Fidelity Monitoring Matrix (FFM)

Community-Level (Subrecipient and Strategy) Performance Measures

The following required performance measures will be measured and tracked at the community level for subrecipients. Brief descriptions of how these data points will be tracked and managed are also provided.

- Progress through the SPF model and fidelity for each SPF step
 - The project Management Information System (MIS) will include a SPF Progress Monitoring Checklist (SPF-PMC). This SPF-specific fidelity instrument will be used to ensure that each subrecipient meets all specified benchmarks associated with progress through the SPF model overall (e.g., timely progress) and that fidelity is evident for each SPF step. The SPF-PMC will permit the evaluators to identify the start date and completion date associated with each SPF step for each subrecipient. And, most importantly, the SPF-PMC will allow the evaluators to ensure that progress through each step meets with critical standards of achievement related to that step.
 - The SPF-PMC for the subrecipients will generally replicate the fidelity instrument used at the state level.
- Number of active partners supporting the local PFS initiative
 - Partner count data point tracked in Fidelity Monitoring Matrix (FMM), reported on ongoing basis and aggregated to suit federal reporting requirements

- Number of people reached by each Institute of Medicine (IOM) prevention category (i.e., universal, selected, indicated)
 - Participant count data points tracked in grantee data system (DataGadget), reported on ongoing basis and aggregated to suit federal reporting requirements
 - Reported to SAMHSA data system (e.g., Community-Level Instrument) on federally established timeline
- Number of people reached by demographic category
 - Participant count data points tracked in grantee data system (DataGadget), reported on ongoing basis and aggregated to suit federal reporting requirements
 - Reported to SAMHSA data system (e.g., Community-Level Instrument) on federally established timeline
- Number of people reached by each of the six prevention strategies (i.e., prevention education, problem identification and referral, information dissemination, environmental strategies, alternative activities, community-based processes)
 - Participant count data points tracked in grantee data system (DataGadget), reported on ongoing basis and aggregated to suit federal reporting requirements
 - Reported to SAMHSA data system (e.g., Community-Level Instrument) on federally established timeline
- Number and percentage of EBPPPs implemented by subrecipient communities
 - Count and proportional (percentage) data points tracked in grantee data system (DataGadget), reported on ongoing basis and aggregated into totals to suit federal reporting requirements
 - Percentage will be rendered through generation of numerator (evidence-based programs, policies, and practices) divided by denominator (all programs, policies, and practices)
 - Reported to SAMHSA data system (e.g., Community-Level Instrument) on federally established timeline
- Number, type, and duration of evidence-based interventions implemented, by the six prevention strategies
 - Strategy-specific count data points tracked in grantee data system (DataGadget), reported on ongoing basis and aggregated to suit federal reporting requirements
 - Duration (start date, end date) tracked in grantee data system
 - Reported to SAMHSA data system (e.g., Community-Level Instrument) on federally established timeline
- Number of prevention interventions that are supported by collaboration and leveraging of funding streams
 - Intervention count data points (collaboration and leveraged funding streams, respectively) will require revision to grantee data system (DataGadget), after which each of these data points will be reported on ongoing basis and aggregated to suit federal reporting requirements

- Reported to SAMHSA data system (e.g., Community-Level Instrument) on federally established timeline

The following community-level measures are not specified as required in the RFA, but will be carefully monitored by the evaluation team to ensure implementation fidelity. All of these measures will be captured within the Fidelity Monitoring Matrix (FFM) for each subrecipient.

- Number and percent of mPACC subgrantee personnel certified or trained in selected EBPPP
 - Count and proportional data point tracked through the Fidelity Monitoring Matrix (FFM)
- Number and percent of mPACC subgrantee personnel holding a Certified Prevention Specialist designation
 - Count and proportional data point tracked through the Fidelity Monitoring Matrix (FFM)
- Number and source of subrecipient adaptations to programs, policies, and practices
 - Tracked through the Fidelity Monitoring Matrix (FFM)
 - Sources (causes) of adaptations will be captured through a closed-ended survey item featuring the following response options.
 - State/mPACC mandate
 - Behavioral health disparities evidence
 - Evaluation or performance monitoring feedback
 - Unique features/circumstances in target (e.g., school type)
 - Other (please specify): _____

D-IV. Required Outcome Measures

The mPACC evaluation team understands that each of the performance measures depicted in Table 1 below is required to be reported at the state and subrecipient levels, and hereby commits to the reporting of such information within the limits of gaining timely access to such data. (The evaluators are not state employees.) Check boxes indicate the evaluation team’s commitment to measure and track specific outcomes. Outcomes marked by an asterisk (*) have not been previously collected and may post data access challenges or require data system modifications. For these measures, the mPACC evaluation team requests to consult with the cross-site evaluation team to receive direction on recommended steps for securing such data.

Table 1: Required Outcome Measures

Outcomes	Grantee	Subrecipient Communities
a. Substance use		
◆ Past-30-day alcohol use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Past-30-day nonmedical use of prescription drugs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Binge drinking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

b. Intervening variables		
◆ Disapproval of use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Perception of parental or peer disapproval/ attitude	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Perceived risk or harm of use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Family communication about drug use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c. Consequences		
◆ Alcohol-related car crashes and injuries	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Prescription drug-related car crashes and injuries*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Alcohol-related crime*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Prescription drug-related crime*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Alcohol- and prescription drug-related emergency room visits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
◆ Alcohol- and prescription drug-related poisonings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d. Annual measure		
◆ At least one of the above outcome measures will be collected and reported annually (to be determined by mPACC project team)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

D-V. Measurement

For each measure featured in Table 1, Tables 2a and 2b below indicate the data source, the frequency of collection for the data point, and the method of data collection. Thereafter, the following items are addressed: survey overviews, survey sampling, survey response rates, and the validity and reliability of survey measures.

Data Source and Key Information on Measures

Table 2a features the data source, collection schedule, and data collection method for each measure used in mPACC at the state level. Table 2b provides this information for all measures at the subrecipient level.

Table 2a: State Measures for Partnership for Success

Measure	Source	Frequency Collected	Method of Collection	Level of Data
Outcome: Past 30-day alcohol use	School surveys and program-level survey (see Method of Collection) and NSDUH	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 (can be aggregated to state level)	State
Outcome: Past 30-day prescription drug misuse	School surveys and program-level survey (see Method of Collection) and	School surveys: Annual	<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	State

	NSDUH	Program-level survey: Ongoing	(not yet fielded) <u>Participant-Level Instrument:</u> Hard-copy survey administered as a program-level pretest/post-test	
Outcome: Binge drinking	School surveys and program-level survey (see Method of Collection) and NSDUH	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	State
Intervening variable: Disapproval of use	School surveys and program-level survey (see Method of Collection) and NSDUH	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	State
Intervening variable: Parent/peer disapproval	School surveys and program-level survey (see Method of Collection) and NSDUH	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	State
Intervening variable: Perceived risk of harm of use	School surveys and program-level survey (see Method of Collection) and NSDUH	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	State
Intervening variable: Family communication about drug use	School surveys and program-level survey (see Method of Collection) and NSDUH	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	State
Consequence:	Highway traffic	Annual	Administrative data	State

Alcohol-related car crashes and injuries	safety office			
Consequence: Prescription drug-related car crashes and injuries	Highway traffic safety office	Annual	Administrative data	State
Consequence: Alcohol-related crime	Law enforcement	Annual	Administrative data	State
Consequence: Prescription drug-related crime	Law enforcement	Annual	Administrative data	State
Consequence: Alcohol and prescription drug-related emergency room visits	Medical records	Annual	Administrative data	State
Consequence: Alcohol and prescription drug-related poisonings	Medical records	Annual	Administrative data	State

Table 2b: Subrecipient Community-Level Measures for Partnership for Success

Measure	Source	Frequency Collected	Method of Collection	Level of Data
Outcome: Past 30-day alcohol 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
Outcome: Past 30-day prescription drug misuse	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
Outcome: Binge drinking	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: Disapproval 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: 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