



Request for Quotes

Education/Training Planning Services for the 10th Annual Mississippi School for Addiction Professionals

Contact: Kris Jones
MS Department of Mental Health
239 North Lamar St.
Jackson, MS 39201
601-359-1288
kris.jones@dmh.state.ms.us

Issue Date: Wednesday, September 21, 2016

Introduction

The Mississippi Department of Mental Health (DMH) certifies, provides and/or financially supports a network of services for people with mental illness, intellectual/developmental disabilities, substance use disorders and/or other dementia. It is DMH’s goal to improve the lives of Mississippians by supporting a better tomorrow...today.

The MS Department of Mental Health (DMH) seeks to contract with one vendor as an independent contractor to provide Education/Training Planning Services for the 10th Annual Mississippi School for Addiction Professionals (hereinafter referred to as “MS School”). The goal of the MS School is to provide information and educational opportunities to professionals in the field of prevention, intervention, and treatment by training them in related courses at the affordable cost of \$250.00 per participant. The target audience includes participants from the fields of alcohol & drug abuse, enforcement, prevention, intervention, and treatment. They include but are not limited to, the following professionals: Treatment Professionals, Service Providers, Psychologists, Educators, Nurses, Social Workers, Prevention Professionals, School Counselors, Law Enforcement, Parents, Faith-Based Organizations, and Concerned Citizens.

The 10th Annual Mississippi School for Addiction Professionals will be held April 25-28, 2017 in Hattiesburg, MS at the Lake Terrace Convention Center. Attendance is anticipated to be 330 participants with approximately 30 exhibitors.

DMH requests written quotes from interested parties. The successful offeror will be responsible for education/training planning services to include, but not be limited to, the following: specified marketing/promotional material, conference room(s) set up and exhibit booth area, coordination of audio/visual/electronic/computer equipment and operations personnel, production of event, catering, and all other tasks and activities normally associated with a major conference such as online registration, event staffing, and conference finance.

Deadlines/Timelines

Request Issue Date	Wednesday, September 21, 2016
Quote Submission Deadline	Tuesday, October 4, 2016 by 5:00 pm CST
Selection Completed	October 11, 2016

*Contractual amounts of \$50,000 must be presented to the Board of Mental Health prior to execution.

Quote Submission

A signed quote must be submitted on letterhead directly to Ms. Karen McGee via email at karen.mcgee@dmh.ms.gov by 5:00 P.M. CST on Tuesday, October 4, 2016. Late submissions will not be accepted.

The quote must, at a minimum, contain the following information:

- a) statement of price for planning services – pricing should be included by total amount and hourly rates
- b) terms of the agreement (i.e. valid dates of the quote);
- c) a plan (inclusive of activities, estimates of cost/hours needed for completion, and milestones/deadlines) of the services to be offered by the vendor to the agency to accomplish the scope of work;
- d) name, address and telephone number of offeror; and,
- e) Proposed budget for the MS School.

Scope of Work

The scope of work for the MS School is included as Exhibit A.

Minimum Qualifications 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 vendor meets the stated qualifications below must be submitted.

1. The successful vendor must maintain a sufficient number of employees with the expertise and experience (as outlined) to meet stated contractual obligations.
2. The successful vendor must have documented experience in education/training planning and logistics. Please attach resume.
3. Three samples of similar work. At a minimum, references must include the entity for which education/training planning services were provided, title of the event, number of participants, and a summary of event evaluations.
4. Three references from jobs of similar scope and size. References must contain the name of the entity for which the service was provided; contact information (email and telephone) of the entity/person providing the reference; and contract start/end dates. DMH may contact references for verification of information provided.

Pricing

Pricing for the education/training planning services should be based on the cost of education/training planning services only. Conference-related expenditures, such as development and printing of materials, speaker fees, speaker travel, hotel expenses for planning committee members, etc. should be paid by the successful vendor with registration fees and exhibitor revenues. Actual variances in conference related expenditures and the approved budget

that result in a deficit will be the responsibility of the offeror/contractor. Any variance in conference related expenditures and the approved budget that results in a surplus will defray the fee for the education/training planning services as presented by the offeror/contractor, not to exceed the amount of consideration stated in the contract.

Price adjustment methods. Any adjustments in contract price, pursuant to a clause in the contract, shall be made in one or more of the following ways:

- by agreement on a fixed price adjustment before commencement of the additional performance;
- by unit prices specified in the contract;
- by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- by the price escalation clause.

Selection

In compliance with regulations regarding small purchases, DMH will award the contract to the vendor offering the lowest and best proposal/quote. In order to determine the best proposal/quote, DMH will utilize an evaluation committee. The committee will utilize a total score of 100 points to determine the lowest and best proposal/quote.

Utilizing a point scale of a total of 50 eligible points to determine “best”, the proposals/quotes will be evaluated on the following criteria:

Criteria	Points Available
Plan to meet contractual scope of work	20
Budget for MS School	15
Minimum qualifications and experience	15

To determine the total point value, the points awarded to determine “best” proposal/quote will be added to the points awarded for the pricing for the fee for the education/training planning services. Points for the fee for the education training services will represent the remaining 50 points. The contract will be awarded to the offeror with the highest total score.

Contract Dates

The anticipated start date for this contract is Monday, October 24, 2016. The end date is June 30, 2017. A DMH contract template is included as Exhibit B.

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).

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.”

Other Conditions

1. The release of the request for quotes 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 with DMH.

2. DMH reserves the right of creative control over the MS School. DMH reserves the right to reject any portion of or all materials produced that do not, in the sole discretion of DMH, comply with its mission, goals or requirements. All printed materials must be presented to DMH staff in a timely manner to ensure approval of materials prior to printing and distribution.
3. DMH accepts no responsibility for an expense incurred by the offeror in the preparation and presentation of the offer. Such expenses shall be borne exclusively by the offeror.

Exhibit A
Scope of Work

The 10th Annual Mississippi School for Addiction Professionals will be held April 25-28, 2017 in Hattiesburg, MS at the Lake Terrace Convention Center. The successful vendor must adhere to all rules and policies of the Lake Terrace Convention Center. Attendance is anticipated to be 330 participants with approximately 30 exhibitors.

The successful offeror must be on-site at the conference to coordinate logistics and ensure the event runs smoothly. The successful offeror must submit a plan and budget that addresses how all of the following services will be provided to DMH. Each activity outlined below must be addressed in the plan. Each activity must have an associated cost/hours needed for completion, and milestones/deadlines.

1. Outreach/Marketing

- a. Prepare and distribute the following promotional materials: email blasts, exhibitor packets (exhibitors receive after they fill out the exhibitor prospectus), coordinate exhibitor layout
- b. Design 10th Annual MS School logo
- c. Design MS School brochure with agenda content and exhibitor sponsorship logos
- d. Design and distribute the 10th Annual MS School save the date cards

2. Pre-MS School Activities and Logistics

- a. Facilitate pre-planning meetings (by phone or in person) with Director & Co-Director at least one (1) week prior to each planning committee meeting to provide updates and information on planning tasks
- b. Electronically send out planning committee meeting emails and reminders
- c. Construct planning council committee agendas and handouts
- d. Facilitate planning committee meetings and disperse electronic copy of meeting minutes to committee members within two (2) weeks of the meeting day
- e. Draft an evaluation report of previous year's conference for planning committee members
- f. Disseminate required A-1 CEU/CME application materials from all planning council members
- g. Coordinate with venue manager on the MS School logistics (setup/meals/etc).
- h. Prepare and organize name badges and attendee packets
- i. Develop and update the MS School Facebook page with current MS School information
- j. Develop & update the MS School website with the agenda, speaker bios, exhibitor information, lodging information, and call for abstracts for the poster presentation

- k. Collect and provide information (ex. Speaker headshots, speaker bios, etc.) for the MS School booklet to be distributed to participants at the time of on-site check-in. The MS School booklet must be finalized and approved by DMH by March 1, 2017.

3. Pre-MS School Administrative Activities

- a. Generate conference communication tools such as speaker confirmation forms, moderator letters and checklist, conference evaluations, and other forms as needed
- b. Execute evaluation process (ensuring evaluation are placed and collected appropriately) and compile conference evaluation results for the MS School Director & Co-Director
- c. Coordinate logistics of conference to include on site-registration, set-up, and break down of conference, transporting participant materials and promotional items, loading and unloading of participant materials and promotional items.
- d. Create and host a secure MS School registration website
- e. Track online registration and accept registration fees
- f. Provide Director and Co-Director with registration attendee updates on an as needed basis
- g. Request for bios, photos, and other documents and presentation materials from speakers, follow up and obtain requested information and post updates on MS School website
- h. Provide Director and Co-Director with a rough draft of the Schools' brochure
- i. Close on-line registration and prepare for on-site registration from walk-ins, collect all registration fees
- j. Manage all MS School revenue, contracts and payment of all vendors/speakers

4. Exhibitor & Host Coordination Logistics

- a. Construct and upload an exhibitor/host information packet
- b. Coordinate with the Lake Terrace Convention Center regarding the exhibitor/vendor lay out during the MS School
- c. Create and prepare vendor bingo cards for exhibitor signature for drawing of door prizes for conference participants
- d. Coordinate with exhibitors to collect door prizes and announce winners throughout the MS School

5. Speaker Coordination Logistics

- a. Ensure that speakers' presentation materials are downloaded in advance onto computers for each session and ensure the PowerPoint presentations are in the right order and session
- b. Coordinate hotel reservations for speakers, Planning Committee members, Alcohol & Drug Advisory Council members, and Executive DMH Staff
- c. Coordinate, manage (prior to and on-site) hotel reservations for speakers, Planning Committee members, Alcohol & Drug Advisory Council members, & Executive DMH

- Staff. The successful contractor is financially responsible for all hotel costs for the parties outlined above. These costs should be included in the proposed budget.
- d. Purchase speaker gifts to be distributed during breakout and plenary sessions
 - e. Provide hotel confirmation information to the parties referenced in C. above two weeks prior to the event

6. Participant Coordination Logistics

- a. Secure MS School hotel rates & group blocks for MS School participants
- b. Email participants their registration confirmation within 48 hours of registration
- c. Secure and distribute conference participant items; bags, novelty items, name badges, etc.
- d. Provide name badges for all participants and vendors

7. Poster Presentation Logistics

- a. Develop and upload poster presentation guidelines for participants on the MS School website (inclusive of an overview of materials supplied by the MS School for individuals making poster presentations and materials that will need to be supplied/ provided by individuals making poster presentations)
- b. Assist poster presentation participants with set-up, if needed

8. MS School Set-Up & Logistics

- a. Provide appropriate decorations for tables for evening event
- b. Ensure there are enough chairs and table to seat participants in breakout and plenary sessions
- c. Arrange and coordinate travel arrangements for MS School presenters
- d. Construct room assignments for speakers at Lake Terrace Convention Center
- e. Coordinate exhibitors' room set-up with Lake Terrace Convention Center
- f. Construct room assignment list for speakers
- g. Ensure moderators receive their respective speaker information/CEU packets/ and gift basket
- h. Coordinate the set-up of all audiovisual equipment needed for MS School. Audiovisual equipment needs should be communicated and confirmed with the Lake Terrace Convention Center.
- i. Ensure that there are adequate tables, chairs, and microphones for speakers in the plenary and breakout session.
- j. Coordinate with Lake Terrace Convention Center to ensure accurate snacks and meals

9. Continuing Education Credits/Units (CEUs)

- a. Obtain continuing education credits for all MS School sessions for the following disciplines:
 - Mississippi State Medical Association

- Mississippi Board of Examiners for Social Workers and Marriage & Family Therapists
 - American Psychological Association
 - National Board of Certified Counselors/Licensed Professional Counselor
 - National Commission for Health Education credentialing
 - Commission on Rehabilitation Counselor Certification
 - Mississippi Association of Addiction Professionals
 - Education (Jackson State University is an approved provider of continuing education units)
 - All applicable MS Department of Mental Health credentials
- b. Ensure rules, regulations, and policies of entities approving/issuing continuing education credit are followed prior to, during, and after the MS School.

10. On-Site Activities

- a. Provide logistical support for the School (e.g. coordination with the Lake Terrace Convention Center, staff/exhibitors, poster presentations, onsite registration process, and audiovisual/electronic/computer coordination and assistance).
- b. Coordinate with Lake Terrace Convention Center staff to ensure the food and beverage and served and replenished in a timely manner during breaks/meals
- c. Coordination of moderators
- d. Trouble shoot all problems that may arise with the Lake Terrace Convention Center, speakers, participants, & exhibitors
- e. Ensure that plenary/break out speakers, and participants pictures are taken during the MS School
- f. Recognition of 10 year attendees

11. Post-MS School Activities

- a. Reconcile finances and pay all outstanding invoices within 30 calendar days of the event,
- b. Tabulate results from evaluations forms and complete results for the Planning Committee
- c. Debrief with Planning Committee immediately after last session of the last day of the School
- d. Post 10th Annual MS School materials and resources (session documents, etc.) to MS School website within 10 calendar days of the event

12. Reporting Requirements

Provide MS School planning committee and DMH staff with routine (at least monthly and current data at planning committee meetings) reports of the following:

- Number of participants registered to date
- Number of vendors to date
- Budget summary for the MS School to include a report of expenditures and revenue

Additionally, DMH reserves the right to request ad hoc reports related to the activities outlined in the Scope of Work and contract.

Exhibit B
Sample DMH Contract for an Independent Contractor

**DEPARTMENT OF MENTAL HEALTH
PERSONAL SERVICE CONTRACT
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 XXXXXXX (“Contractor”), whose address is 1501 Lakeland Drive, Suite 300 Jackson, MS 39216 on the 16th day of August, 2016 under the following terms and conditions:

1. **Scope of Services** The Contractor will provide XXXXXXXX
2. **Contract Term** The period of performance of services under this Contract shall begin on XXXXX and shall end no later than June 30, 2017.
3. **Consideration** As consideration for the performance of this Contract, Contractor shall be paid a fee not to exceed XXXXXXX 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 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.
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 Contractors 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. **Force Majeure** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.

32. **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. In the event of termination of the Contract by either party, any revenue generated from participant registration fees or exhibitors not required to defray actual expenses incurred must be returned to the participant/exhibitor within 30 calendar days of termination. Upon written notice termination, an accounting of revenue and actual expenditures must be provided to 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.

33. **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.

34. **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.

35. *Price adjustment methods.* Any adjustments in contract price shall be made in one or more of the following ways:

- by agreement on a fixed price adjustment before commencement of the additional performance;
- by unit prices specified in the contract;
- by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- by the price escalation clause.

35. **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 XXXXXXXX hereto as of the day and year first above written.

Contractor

Date

Melody Winston, Director Bureau of Alcohol and Drug Services

Date

Kelly Breland, Director of the Bureau of Administration

Date

Mississippi Department of Mental Health
239 North Lamar Street, Suite 1101
Jackson, Mississippi 39201
Telephone: 601-359-1288