

REQUEST FOR QUALIFICATIONS

RFQ Number: BJA10.26.2016

To Provide: Project Evaluation Services

Issue Date: 10/7/2016

CLOSING LOCATION

MS Department of Mental Health

239 North Lamar St. Suite 1104

Jackson, MS 39201

REQUEST FOR QUALIFICATIONS CONTACT

Kris Jones, Director, Bureau of Contract Management

Telephone: 601-359-1288

Fax: 601-359-6840

E-Mail: kris.jones@dmh.ms.gov

CLOSING DATE AND TIME

Qualifications must be received by 4:00 pm CST
Wednesday, October 26, 2016

SECTION 1

1.1 Qualifications Acceptance Period

The original and 1 copy of the Statement of Qualifications (SOQ), two copies total, shall be signed and submitted in a sealed envelope or package to Attn: Kris Jones, MS Department of Mental Health, 239 North Lamar St. Suite 1104 no later than 4:00 p.m. CST on Wednesday, October 26, 2016. Timely submission is the responsibility of the respondent. Statements of qualifications received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package shall be marked with the Request for Qualifications opening date and time, and the number of the Request for Qualifications. The time and date of receipt shall be indicated on the envelope or package by the Bureau of Contract Management. Each page of the SOQ and all attachments shall be identified with the name of the respondent and page number. Modifications or additions to any portion of the procurement document may be cause for rejection of the SOQ. The MS Department of Mental Health (DMH) reserves the right to decide, on a case-by-case basis, whether to reject a SOQ with modifications or additions as non-responsive. As a precondition to SOQ acceptance, the DMH may request the respondent to withdraw or modify those portions of the statement of qualifications deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timelines

Issue Date	Friday, October 7, 2016
Submission Deadline	Wednesday, October 26, 2016 by 4:00 p.m. CST
Notice of Award	Monday, October 31, 2016
Presentation to Board of Mental Health	Thursday, November 17, 2016
Presentation to Personal Service Contract Review Board (PSCRB)	Tuesday, December 13, 2016

1.1.2 Late Submissions

A SOQ received at the place designated in the solicitation for receipt of statements qualifications after the exact time specified for receipt will not be considered unless it is the only SOQ received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of statements of qualifications. It must be determined by the DMH that the late receipt was due solely to mishandling by the DMH after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late SOQ is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or

package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Respondents should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for opening of statements of qualifications is the time and date stamp of that office on the SOQ wrapper or other documentary evidence of receipt used by that office.

1.2 Expenses Incurred in Preparing the SOQ

The DMH accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of a SOQ. Such expenses shall be borne exclusively by the respondent.

1.3 Registration with Mississippi Secretary of State

By submitting a SOQ, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.4 Debarment

By submitting a SOQ, the respondent certifies that it is not currently debarred from submitting statements of qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government, and that it is not an agent of a person or entity that is currently debarred from submitting statements of qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.

1.5 Additional Information

Questions about the contract portions of the procurement document must be submitted in writing to Kris Jones at kris.jones@dmh.ms.gov. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

1.6 Type of Contract

Compensation for services will be in the form of a fixed-price agreement. A sample DMH contract for use with independent contractors is included in Attachment C.

1.7 Written SOQ

All statements of qualifications shall be in writing.

1.8 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 2

2.1 Compensation for Services

The compensation for services will be a total of \$77,788.00 over the total contract period. Compensation is broken down as follows: Year 1 - \$21,908; Year 2 - \$27,940.00; and Year 3 - \$27,940.00.

2.2 Purpose

DMH is seeking to establish a contract for project evaluation services for the recently awarded federal grant - "Second Chance Act Re-Entry Program for Adults with Co-occurring Substance Abuse and Mental Health Disorders Competitive Grant". This grant is being awarded to DMH from the U. S. Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance (BJA). It is understood that any contract resulting from this Request for Qualifications requires approval by the Personal Service Contract Review Board (PSCRB) and presentation to the Board of Mental Health. If any contract from this Request for Qualifications is not approved by the (PSCRB) or by Board of Mental Health, it is void and no payment shall be made.

2.3 Scope of Services

The successful offeror of project evaluation services will be responsible for the following:

- 1) working closely as a collaborative partner with DMH, the MS Department of Corrections (MDOC), and the participating community mental health provider during the planning and implementation phase of the "Second Chance Act Re-Entry Program for Adults with Co-occurring Substance Abuse and

Mental Health Disorders Competitive Grant” Project (hereinafter referred to as “Project”) to ensure that data tracking systems are sufficient to meet all reporting requirements of the Project;

- 2) at a minimum, collect data and complete the required quarterly Project Performance Measures Tool “PMT” submission;
- 3) complete any semi-annual and final Project reports;
- 4) attend Project related meetings to provide independent assessment of the selection and implementation of evidence-based practices as needed;
- 5) assist Project staff with the evaluation training needs and other Project performance measurements and outcomes as needed;
- 6) review Project reports submitted by DMH to the funding source as needed;
- 7) ensure the Project meets all the requirements listed in the Plan for Data Collection and Performance Measurement to Meet Grant’s Performance Measurement Reporting Requirements, and Plan for Conducting Process/Outcome (see Attachment B);
- 8) make presentations related to the Project to stakeholders as need to build support for Project expansion and sustainability; and
- 9) prepare the Project final evaluation report.

2.4 Term

The term of the contract shall be for a period of approximately 33 months, beginning January 1, 2017 and ending September 30, 2019. An optional one year renewal is included, based on the availability of funding.

SECTION 3

3.1 Written Statements of Qualification Shall Contain the Following Minimum Information:

- 1) The name of the respondent, the location of the respondent’s principal place of business and, if different, the place of performance of the proposed contract;
- 2) The age of the respondent’s business and average number of employees over a three (3) year time period;
- 3) The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services. At a minimum, DMH is requiring that the assigned lead research staff have a Ph.D. in sociology, psychology or a related field as approved by DMH; and,
- 4) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified below:
 - a. Contracts that demonstrate that the respondent (or employees to be dedicated to this Project) has a minimum of ten (10) years of experience serving as a principal investigator for federally-funded projects focused on individuals living in the State with substance use, mental health or juvenile justice related issues.
 - b. Contracts that demonstrate that the respondent (or employees to be dedicated to

this Project) has a minimum of five (5) years of experience collecting, synthesizing, and presenting research outcomes that have informed public policy changes at the federal, state or local levels.

- c. Contracts that demonstrate that the respondent (or employees to be dedicated to this Project) has a minimum of five (5) years of experience working in partnership with service providers of substance use, mental health, or juvenile justice services designed to promote re-entry into the community.

3.2 Minimum Qualifications

3.2.1 Responsive Respondent

Respondent must submit a SOQ which conforms in all material aspects to this Request for Qualifications as determined by DMH.

3.2.2 Responsible Respondent

Respondent must have the capability in all aspects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance as determined by DMH.

3.3 Nonconforming Terms and Conditions

A SOQ that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications is subject to rejection as non-responsive. DMH reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its SOQ response prior to a determination by DMH of non-responsiveness based on the submission of nonconforming terms and conditions.

3.4 Conditioning SOQ Upon Other Awards

Any SOQ which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

3.5 Evaluation Procedure

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

Criteria	Possible Points
Lead research staff assigned to the Project has Ph.D. in sociology, psychology, or a related field approved by DMH.	Up to 40 points
Respondent (or employees to be dedicated to this Project) has a minimum of ten (10) years of experience serving as a principal investigator for federally-funded projects focused on individuals	Up to 30 points

living in the State with substance use, mental health or juvenile justice related issues.	
Respondent (or employees to be dedicated to this Project) has a minimum of 5 years of experience collecting, synthesizing, and presenting research outcomes effectively to inform public policy changes at the federal, state or local levels.	Up to 20 points
Respondent (or employees to be dedicated to this Project) has a minimum of 5 years of experience working partnership with service providers of substance use, mental health, or juvenile justice services designed to promote re-entry into the community.	Up to 10 points

3.6 Submission Format

Proposed contractors should submit 2 hard copies of the SOQ and any appendices to DMH. Both hard copies 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.

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”.

All submissions must be received by the Department of Mental Health by 4:00 p.m. CST on Wednesday, October 26, 2016. Address all submissions to:

**MS Department of Mental Health
Attention: Kris Jones
239 North Lamar St. Suite 1101
Jackson, MS 39201**

3.7 Award

The contract will be awarded by written notice by Monday, October 31, 2016 to the highest ranked respondent whose SOQ meets the requirements and criteria set forth in this Request for Qualifications.

All participating vendors will be notified of DMH’s intent to award a contract. In addition, DMH will notify the selected vendor. Notice of award is also made available to the public.

SECTION 4

4.1 Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the Bureau of Contract Management within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of the Bureau of Contract Management in writing and identify its attorney by name, address, and telephone number. The DMH will 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.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Personal Service Contract Review Board's Rules and Regulations*.

4.2 Protest of Award

Any actual or prospective respondent or contractor who is aggrieved in connection with This solicitation or the outcome of the Request for Qualifications may file a protest with Kris Jones, Director, and Bureau of Contract Management. The protest shall be submitted on or before Thursday, November 3, 2016 in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Kris Jones, Director, Bureau of Contract Management, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after Thursday, November 3, 2016 will not be considered.

4.3 Attachments

The attachments to this Request for Qualifications are made a part of this Request for Qualifications as if copied herein in words and figures.

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Request for Qualifications, BJA10.26.2016 and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, BJA10.26.2016, and the attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, BJA10.26.2016, and the attachments herein;
4. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.

Printed Name: _____

Signature/Date: _____

ATTACHMENT A

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/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 statement of qualifications.

2. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it **has/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.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Contractor certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a statement of qualifications, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's statement of qualifications that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: _____

Signature/Date: _____

*Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the statement of qualifications form may result in the statement of qualifications being rejected as nonresponsive. **Modifications or additions to any portion of this statement of qualifications document may be cause for rejection of the statement of qualifications.***

ATTACHMENT B – Plan for Data Collection and Performance Measurement to Meet Reporting Requirements (as submitted and approved by DOJ, BJA)

PART FOUR: DATA COLLECTION AND PERFORMANCE MEASUREMENT

Describe ability to analyze participant and program-level performance and outcome data.

The partnering CMHC will be a MDMH-certified provider that has demonstrated their ability to track unique client data as part of their required monthly reporting to the MDMH Central Data Repository. MDOC maintains a data warehouse that tracks unique IDs for offenders throughout their involvement in the MDOC system. Formal data sharing agreements and participant consents will need to be obtained prior to any information sharing between the agencies, MDMH, and the research partner. The details of the agreements, consents, and technical aspects of data transfer will be formalized during the P&I phase.

Describe how performance will be documented, monitored, evaluated to impact strategy.

Unique participant data will be captured for performance measurement and program evaluation and will include the following at a minimum: volume (eligible vs. enrolled), demographics, screening results, psychiatric diagnoses, recidivism-risk scores, supervision compliance, hours of counseling/recovery support activities, facility of release, offense, sentence term, prior arrests, re-arrests, relapse, and securement of non-programmatic services (SSI, Medicaid, etc.) Participant outcomes data will be compared to baseline. Interim data will be captured at least quarterly for the BJA report submission. The P&I Team will review process, performance, and outcome data to comply with program policies, inform program modifications for goals attainment, and /or alter the program strategy after initial implementation.

Identify existing barriers and how this grant will improve collaboration

- Barrier / improvement #1 – MDOC does not utilize COD-specific assessments. This program includes joint training with the CMHC and MDOC to add the GAIN-SS to the R&C process. This collaboration will improve identification of offenders with COD and provision of pre and post-release treatment services by MDOC and CMHC staff.
- Barrier / improvement #2 – There is no linkage between MDOC and CMHCs or community recovery supports to initiate COD services for offenders upon release. This program will introduce, test, and streamline a process for MDOC, CMHCs, and community recovery support agencies to integrate pre and post-release services for offenders.

Discuss stakeholder support and service coordination definitions and measurements.

Stakeholder support will be defined as the active participation as members of the P&I Team. This variable will be measured by: **1)** attendance at P&I Team meetings; **2)** scorecard of meeting deadlines; and **3)** subjective peer surveys that measure perceived program commitment and collaborative spirit. Service coordination will be defined as the interdependence of information and resource sharing among partnering agencies during program planning and implementation. The research partner will measure this variable by utilizing survey instruments and focus groups comprised of program personnel of all partnering agencies.

Outline data collection and collaboration to sustain the project beyond the grant period.

Unique participant data elements that are necessary for performance measurement and program evaluation will be captured monthly and include the following at a minimum: enrollment volume

and percentage of screened, demographics, screening results, diagnoses, recidivism-risk scores, supervision compliance, facility of release, offense type, sentence term, prior arrests, re-arrests, hours of counseling/recovery support activities, relapse, and securement of non-programmatic services (SSI, Medicaid, etc.) Data will be captured to establish baselines for comparison to participant outcomes, as well as to the prison population in general. Comparative reporting that captures improvements in COD diagnosis, treatment outcomes, and recidivism will be crucial to securing sustainable funding beyond the grant period. Positive program outcomes will strengthen collaborative partnerships between the CMHC, MDMH, and MDOC, which can be leveraged to present a united voice for legislative reform that will support program expansion.

Describe changes to policies, statutes, and regulations required for program sustainability.

Policy, statute, and regulation changes to be considered for program sustainability include the following: utilization of the GAIN-SS during the MDOC intake process; information sharing agreements among MDMH, MDOC, and CMHCs; and specialized CCO staff with lower caseloads for offenders with COD. In addition, positive outcomes from this program will support recent dialogue in favor of changing current Medicaid policy to allow for coverage to be suspended rather than terminated upon incarceration, so offenders can quickly access COD and medical services upon release. Lastly, this program will inform the Mississippi Reentry Council and the U.S. Department of Justice with empirically sound outcomes reporting on cost-effective methods to improve mental health treatment and outcomes for justice-involved individuals, and reduce the financial and human capital expended by recidivism.

ATTACHMENT C – DMH Contract

**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 XXXXX (“Contractor”), whose address is XXXXX on the XX day of XXXX, 2016 under the following terms and conditions:

1. **Scope of Services** The Contractor will provide: XXXXXX
2. **Contract Term** The period of performance of services under this Contract shall begin on XXXX and shall end no later than XXXX.
3. **Consideration** As consideration for the performance of this Contract, Contractor shall be paid a fee not to exceed XXXXX 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:

XXXXXX

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. **Price Adjustment**

(1) *Price Adjustment Methods.* Any adjustments in contract price, pursuant to this clause, shall be made in one or more of the following ways:

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

(2) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

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.

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

XXXXXX, Contractor

Date

XXXXX, Director, Bureau of XXXXX

Date

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

Date