



## **Request for Quotes**

### ***Youth Leadership Services for the Crossover XPand System of Care (SOC) Project***

**Contact: Toni Johnson  
MS Department of Mental Health  
239 North Lamar St.  
Jackson, MS 39201  
601-359-1288  
[toni.johnson@dmh.ms.gov](mailto:toni.johnson@dmh.ms.gov)**

**Issue Date: Monday, December 14, 2017**

## **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...one person at a time.

The MS Department of Mental Health (DMH) seeks to contract with one vendor as an independent contractor to provide youth leadership services for DMH's Crossover XPand System of Care (SOC) project. The Crossover XPand SOC project is proposing to expand current and graduated System of Care (SOC) programs in two jurisdictions served by Pine Belt Mental Healthcare Resources and Weems Community Mental Health by prioritizing underserved children and youth who are involved in the child welfare/advocacy system and/or the juvenile justice system, referred to as "crossover youth," and those at risk for becoming crossover youth, and their families. The priority children and youth will have a diagnosed serious emotional disorder (SED), co-occurring disorder (COD), or first episode of psychosis (FEP), be ages 3 -21, reside in Forrest, Jones, Lauderdale, or Marion Counties in Mississippi, and be involved with child protection services and/or juvenile justice, or be at risk for involvement.

The goals of Crossover XPand SOC are: 1) to expand Mississippi's SOC by targeting at risk and crossover youth (ages 3-21) with SED/COD/FEP and their families and expanding integrated care with evidence-based interventions; 2) to increase awareness of, and community commitment to, the mental health issues of at risk and crossover youth; 3) to improve organizational and systemic capacity to serve at risk and crossover youth with SED/COD/FEP across five levels of care; 4) to expand youth and family roles as full and equal partners within an integrated system of care; and 5) to use continuous quality improvement to drive and sustain effective service delivery for replication. Crossover XPand SOC will annually engage a minimum of 100 at risk or crossover youth, for a total of 400 youth over the entire project period. Other objectives include improving time to engage youth by integrating services at strategic intercept points, expanding access to care, and creating a skilled trauma-focused workforce.

## **Deadlines/Timelines**

Request Issue Date	Thursday, December 14, 2017
Quote Submission Deadline	Friday, January 5, 2018 by 5:00 pm CST
Selection Completed	Friday, January 12, 2018

### **Quote Submission**

A signed quote must be submitted on letterhead directly to Toni Johnson via email at [toni.johnson@dmh.ms.gov](mailto:toni.johnson@dmh.ms.gov) by 5:00 P.M. CST on Friday, January 5, 2018. Late submissions will not be accepted.

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

- a) statement of the total price for the services – pricing should be included in a separate sealed envelopes
- b) terms of the agreement (i.e. valid dates of the quote);
- c) a plan of how the services will be offered by the vendor to the agency to accomplish the scope of work;
- d) name, address and telephone number of offeror

### **Scope of Work**

The scope of work for the DMH Crossover XPand System of Care Project is included as Exhibit A.

### **Experience Preference**

The successful vendor must have documented experience working with youth and young adults involved in multiple systems including child welfare, juvenile justice, behavioral health, etc. (resume and/or samples of work preferred)

### **Pricing**

The pricing documents should be submitted in a sealed envelope. These documents will be opened and evaluated only after the vendor has been declared qualified.

### **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:

<b>Criteria</b>	<b>Points Available</b>
Plan to meet contractual scope of work	20
Budget for project	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 of the services. Points for the fee for 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, January 22, 2018. The end date is September 30, 2018. If agreed upon by both parties, the contract may be renewed for an additional 3 years. A DMH contract template is included as Exhibit B.

### **Special 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 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**

Youth leadership services for the Crossover XPand SOC are to be provided in accordance with the approved Crossover XPand proposal, specifically Sections C-2c - Family-Driven, Youth Guided/Directed, C-2d - Involvement of Families and Youth, C-2f – Sustaining Mechanisms Promoting and Sustaining Participation of Youth and Families, and C-2h.3 – Development of youth and family leadership. (See Exhibit B)

The successful offeror must submit a plan and budget that addresses how all of the following services will be provided to DMH. The services and the above notations from the Crossover XPand SOC are listed below.

1. Overall guidance of youth leadership services
2. Experience working with youth and young adults involved in multiple systems including child welfare, juvenile justice, behavioral health, etc.
3. Plan and coordinate statewide youth engagement efforts including statewide youth meeting/retreat and State Youth Advisory Board.
4. Provide training and technical assistance to ensure youth engagement is present on state and local level. This includes advocacy and leadership roles.
5. Work with evaluation and CQI team to measure and report youth engagement outcomes.
6. Support the development of youth advisory boards at local sites.
7. Serve as a liaison between youth serving on boards and adults.
8. Develop and gather materials, support youth and contribute to events and activities designed to expand and deepen the understanding of youth and young adults.
9. Provide monthly reports on outreach activities, training and technical assistance, involvement with local sites, etc.
10. Assist in development of Youth Peer Support Specialist Curriculum.
11. Participate in monthly Executive Steering Council meetings and local youth council meetings.
12. Support local sites in developing outreach activities by providing timely data to them.
13. Assist leadership team in completing 6 months performance assessment reports to include progress achieved, barriers encountered, and efforts to overcome these barriers.

**Exhibit B**  
**Crossover XPand Appendix**

**C-2c. Family-Driven, Youth Guided/Directed.** The proposed project will adhere to the SOC guiding principles of family driven, youth guided service delivery. Shifting from a provider driven service model to a family driven, youth guided service delivery model was initially a challenging process. Through lessons learned and training, the previous SOC initiative made great strides by meaningfully engaging youth and family as partners in shared decision making roles. These strides were shown in outcomes from evaluations including 95.5% of youth and families reported participation in their service plans. It is recognized that the likelihood of successful outcomes and youth and family ownership of the individualized plan are increased when the treatment process reflects youth and family members' priorities and perspectives and strengths.

Additionally, through the Wraparound model, youth and family will steer care planning by determining an overall vision of how the youth and family will know when things have improved. Project staff will support the youth and family in identifying the composition of the team, goals, developing desired outcomes and specific needs, and having a meaningful role in all decisions. No decisions will be made about individualized plans without youth and parent/ caregiver participation. This will then lead them to implementation. Youth/Family/Caregiver Peer Support Specialists will be available in each county to participate in Wraparound team meetings and for advocacy as needed. The Wraparound Facilitators will also have a primary role in ensuring that all services are determined by families, driven by underlying needs, grounded by a strengths perspective, and supported by an effective team process.

Once families and youth are given the tools, skills, responsibilities and supports to become equal partners on all levels; true family driven, youth guided services can be obtained. An example of this on the local level was a marketing campaign created by the youth and families in the previous system of care initiative, "You Take the Wheel". The campaign's goal was to engage other parents and youth in the project by emphasizing families and youth to "take the wheel" in steering services and supports for their families. From the concept, price range, wording to the colors of the brochures, it was done with very little involvement from the staff.

The families and youth were so proud of this accomplishment and empowered to take on more responsibilities, roles and ownership. This proposal hopes to continue the strides made on the local level and improve consistent family and youth engagement on the state level.

**C-2d. Involvement of Families & Youth.** This project will build upon the successes of family and youth involvement on the local level achieved through previous SOC initiatives. These successes included family and youth involvement in planning (what are the needs of the community, selecting furniture and wall decor for service delivery site, developing logic model), service delivery (family and youth support specialists), training (learning opportunities, planning and speaking at local, state and national conferences), governance (participation on local and state level), and evaluation (the regional evaluation coordinator and evaluation associates were all under the age of 25). As mentioned, results

from the family and youth focus groups held at PBMHR and Weems during the planning process of this grant centered on the importance of meaningful youth and family involvement in achieving positive, successful outcomes.

As with previous initiatives, family and youth will serve on the subcommittees of the local governance councils. The subcommittees included CLC, Social Marketing, Clinical/Training, and Evaluation. Involvement in the subcommittees assured youth and families were involved in all aspects of the project. The Family and Youth Coordinators will also collaborate and partner with other adult consumer and youth organizations to promote family and youth participation.

Although the previous SOC initiatives did a great job engaging youth and family m-on the local level, there were barriers to consistent leadership training and opportunities particularly at the state level. To address these barriers, efforts will be placed on enhancing and expanding the promotion of families as leaders and voice of experiences. These include: a) hosting leadership academies for family and youth partnering with other key youth and family organizations from other systems, TA Partners (Youth Move National) and Peer Advocacy groups; b) offering trainings on topics of interest to the families and community; c) identifying leadership and advocacy roles for youth and families; d) increasing opportunities for networking and connections; e) utilizing Certified Peer Support Specialists involved in previous SOC initiatives; f) creating Statewide Parent Advisory Board; and g) resuming the State Level Youth Move Chapter and increasing the number of local chapters.

Satisfaction surveys will also be administered to youth and family receiving services to gauge successes and barriers of the project. The information collected will assist project modifications and enhancements.

**C-2f. Sustaining Mechanisms Promoting & Sustaining Participation of Youth & Families.** As a result of past experience with SOC's across the state, MS DMH and its partners, PBMHR and Weems, have an appreciation of youth's and families' value as equal partners and important contributors to all aspects of the projects. Youth and families are not to be "tokenized," but coached and empowered to make decisions, set goals, develop action strategies, facilitate activities, and evaluate outcomes and processes. They are considered valued and critical partners in the SOC.

This proposal will use lessons learned from the previous and present SOC projects to assist in promoting and sustaining participation of Youth and Families:

1. Give youth and families ownership of program and decision making responsibility in services and supports for their family. The youth and families adopted the phrase, "Our Voice, Our Choice."
2. Youth and Family Peer Support Specialists were invaluable. Sharing lived experience and hope to others is so empowering.
3. Ensure youth and families have opportunities for involvement in diverse activities based on their interests and backgrounds.
4. Provide opportunities for youth and families to learn leadership skills and advocate for themselves and others.
5. Emotional and physical safety are key. Youth and families must feel safe. This

includes not tolerating or accepting violence, aggression or bullying due to gender, ability ethnicity or sexual orientation.

6. Involve youth in service opportunities to improve their connections to the community.
7. Access and transportation to program are very important.
8. Family involvement is also important in retaining youth. The more involved the family, the more likely the youth will attend the program.
9. Hiring staff that are caring, respectful and relatable speaks volume to the youth and families. It is also important for staff to reflect the diversity of the participants and community.

### **C-2h. Training/Workforce Development.**

3. Development of youth and family leadership. Although the previous SOC initiatives did a great job engaging youth and family in service delivery, there were barriers to consistent leadership training and opportunities particularly at the state level. To address these barriers, efforts will be placed on enhancing and expanding the promotion of families as leaders and voice of experiences. These include: a) hosting leadership academies for family and youth partnering with key youth and family organizations from other systems, TA Partners (Youth Move National) and Peer Advocacy groups; b) offering trainings on topics of interest to the families and community; c) identifying leadership and advocacy roles for youth and families; d) increasing opportunities for networking and connections; e) utilizing Certified Peer Support Specialists involved in previous SOC initiatives; f) creating Statewide Parent Advisory Board; and g) resuming the State Level Youth Move Chapter and increasing the number of local chapters.

**Sample DMH Contract for an Independent Contractor**

**DEPARTMENT OF MENTAL HEALTH  
PERSONAL SERVICE CONTRACT  
INDEPENDENT CONTRACTOR  
EXHIBIT C**

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 XXXX XXXXXXX, on the \_\_\_ day of December, 2017 under the following terms and conditions:

1. **Scope of Services** The Contractor will provide XXXXXXX
2. **Contract Term** The period of performance of services under this Contract shall begin on XXXX and shall end no later than June 30, 2018.
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 Mental Health (DMH) 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:

Toni Johnson, Director, Bureau of Human Resources  
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.

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

32. **Waiver** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
33. **Attorney's Fees and Expenses** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in the enforcing of this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances

shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

34. **Insurance**

The contractor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance with minimum limits of \$500,000 per case. The Mississippi Department of Mental Health reserved the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance upon request by DMH at any point during the contract period and should consult with legal counsel regarding its obligations.

35. **Entire Agreement** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes 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

\_\_\_\_\_  
Jake Hutchins, Director Bureau of Community Services

\_\_\_\_\_  
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