

DEPARTMENT OF MENTAL HEALTH

State of Mississippi

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Jackson, Mississippi 39201



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Wendy D. Bailey - Executive Director

Mississippi Department of Mental Health

Invitation for Sealed Bids:

For 988 Project Evaluator Services

RFX: 3160006135

September 8, 2023

1. In accordance with the rules and regulations of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review (OPSCR), Mississippi Department of Mental Health (DMH) will receive sealed bids and award a contract for services as described in the following specifications (**Attachment A**). Bidders shall understand that any eventual contract resulting from this Invitation for Bid shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
2. **Sealed bids (2 each paper copies) must be received not later than 9:00 A.M., Monday, October 9, 2023**, at Mississippi Department of Mental Health, by hand or mail delivery to 239 N Lamar Street, Suite 1104, Jackson, MS 39201. **Bidders must also submit a bid online in the State of Mississippi electronic procurement system, MAGIC.** In order to submit an online bid, bidders must be registered as a vendor in MAGIC and have an ID Number and Password assigned. Bidders can obtain help with registration and online bidding by calling (601) 359-1343 or at www.dfa.ms.gov.
3. The **term of the contract** shall be for a period of **six (6) months** for the services as specified in this request for sealed bids. **The estimated start date for this contract will**

be 10/16/2023, however it is understood that DMH reserves the right to change the start date if the needs of DMH require such a change.

4. It is our intent to procure professional evaluation services for a project to Build Local 988 Capacity, and is to be performed under the federal grant specifications and requirements. Contract awards shall be firm fixed-price contract as defined by paragraph 3-501.04.2 of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Regulations.
5. Failure to examine any drawings, specifications, and instructions will be at bidder's risk. It shall be incumbent upon the bidder to understand the specifications. Any request for clarifications shall be in writing and shall be submitted to our contracts coordinator at least seven (7) days prior to the time and date set for the bid opening.
6. If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, bidders are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the DMH Contracts Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the DMH Contracts Coordinator at (601) 359-6518.
7. It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to notify Mississippi Department of Mental Health if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the bid invitation or bid procedures must be received in the Mississippi Department of Mental Health Contract Coordinator not less than ten (10) working days prior to the time and date set for the bid opening.
8. The minimum specifications stated herein are used to set a standard and in no case are used with the intention to discriminate against any prospective bidder. Bidders should submit detailed descriptions, manufacturer names models and literature of the product and services they propose to furnish.
9. Questions or problems arising from bid procedures or subsequent order and delivery of services procedures should be directed to Lisa Wallace, Contracts Coordinator, Mississippi Department of Mental Health, 239 N Lamar Street, Suite 1104, Jackson, MS 39201, (601) 359-6518.
10. Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids unless specifically requested will not be considered.
11. Prices quoted shall be fixed and firm for the expected contract term. Bidder shall utilize the procurement schedule provided in this document to submit pricing.
12. Invoices are to be sent by mail to Mississippi Department of Mental Health, 239 N Lamar Street, Suite 1001, Jackson, MS 39201, Attn: Accounts Payable.

13. No bid shall be altered or amended after the final specified time for opening bids. Request for bids and modifications or corrections thereof received after the final closing time specified will not be considered.
14. No bid addendum will be issued within a period of five (5) working days prior to the time and date set for the initial bid opening. Should it become necessary to issue an amendment within the five day period prior to the bid opening, the bid opening date will be reset giving bidders sufficient time to answer the addendum.
15. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for an unspecified price increase, that vendor shall be removed from our bidder's list for a period of no less than twenty four (24) months.
16. The bidder understands that Mississippi Department of Mental Health 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 products and services. The contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
17. It is expressly understood and agreed that the obligation of the Mississippi Department of Mental Health to proceed under any eventual 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 anytime, 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 Mississippi Department of Mental Health, Mississippi Department of Mental Health shall have the right upon ten (10) working days written notice to the vendor, to terminate this agreement without damage, penalty, cost or expenses to Mississippi Department of Mental Health of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
18. Mississippi Department of Mental Health reserves the right to reject any and all bids in whole or in part and unless otherwise specified by the bidders, to award items, parts of items or by any group of items on the bid. Also the right is reserved to waiver minor informalities which do not affect the price, quantity, quality, delivery, or contractual conditions of the services being procured. DMH also reserves the right to cancel the solicitation in in whole or in part when it is determined to be in the best interest of DMH. If the bidder fails to state the time within which bid must be accepted, it is understood and agreed that Mississippi Department of Mental Health shall have sixty (60) days, from the bid opening date, to accept.
19. It is the intent of Mississippi Department of Mental Health to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and construction details along with bid for evaluation and approval.

20. All products and services bid must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment bid, if applicable, shall be new and of current production, latest design and construction.
21. Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. All bidders are invited and encouraged to attend the bid opening to review the submitted bids. After the close of the bid opening meeting and prior to award, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Non-participants will be prohibited from obtaining any information relative to the bid until after the official award has been made.
22. The successful vendor will ensure that any written material prepared, after award, by the vendor in response to the requirements of this solicitation shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated DMH Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful vendor. DMH may waive requirements if it is determined to be in the best interest of Mississippi Department of Mental Health. This clause applies to reports and any written document submitted by the successful vendor(s) after a contract has been awarded and not prior to a bid being submitted or as part of a bid submission.
23. The successful vendor shall irrevocably transfer, assign, set over, and convey to Mississippi Department of Mental Health all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copy-rightable works created pursuant to any contract awarded as result of this bid invitation. The vendor further agrees to execute such documents as DMH may request to effect such transfer or assignment. Further the vendor agrees that the rights granted to DMH by this paragraph are irrevocable. The vendor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph. DMH may waive this requirement if it is determined to be in the best interest of the agency.
24. The successful vendor will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual **agreement, to a destination designated by the owner at no cost to DMH, if applicable.**
25. The Mississippi Department of Mental Health accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
26. The bidder should mark any and all pages of the bid considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be

handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.

27. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi Department of Mental Health by the time and at the place specified for receipt of bids.
28. Bidder will provide at least two (2) references for contracts to provide services of similar size and scope to those specified in this bid invitation. References must include at least one (1) reference for current contracts or those awarded within the past three years. Include the name of referenced organization, telephone number, start date of services, and the name of a responsible contact person. Reference information must be provided as a part of the bid package submitted for consideration. References must not be managed or owned by the parent company or organization of the submitting vendor. References must report the vendor to be of good reputation in providing applicable services as determined, by DMH. **List references on EXHIBIT - A.**
29. YEARS IN BUSINESS: Indicate the length of time you have been providing the same or similar services to those specified in this bid invitation on **EXHIBIT - A.**
30. Bids (2 copies) must be submitted signed and sealed with bidder's name and address on outside of envelope, and the time of the bid opening, date of the bid opening, RFX number on the outside lower left corner of the envelope. Bid prices must be submitted on the form(s) provided in the bid package. All bids must be submitted in writing.
31. The successful vendor(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as **EXHIBIT - B.** The total contract shall consist of this invitation for bid, the proposed bid offer from vendor and the standard sample contract shown as **EXHIBIT - B.** No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions to terms and conditions listed in **EXHIBIT - B,** and DMH will review requested exceptions and accept or reject exceptions at its sole discretion and as approved by the Mississippi Office of Personal Service Contract Review Board. This contract shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party agreements.
32. Prospective Bidders shall not change or alter this bid invitation in any way. Award will be based on acceptance of this invitation in its entirety and vendor shall respond solely utilizing this IFB document as required.
33. Negotiation Delay. If a written agreement cannot be negotiated within thirty (30) days of notification of the successful bidder(s), DMH may at its sole discretion at any time thereafter, terminate negotiations with that bidder and either negotiate a contract with the next qualified bidder or choose to terminate the IFB process and not enter into a contract with any of the bidders.
34. The vendor agrees that submission of a signed bid form is certification that the vendor will accept an award made to it as a result of the submission.

35. Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by DMH upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.

36. Taxes. Mississippi Department of Mental Health is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractors making improvement to, additions to or repair work on real property on behalf of Mississippi Department of Mental Health are liable for any applicable sales or use taxes on

purchase of tangible personal property for use in connection with eventual contract. Contractors are likewise liable for any applicable use tax on personal property furnished to them by DMH for use in connection with their contracts. Contractors shall be liable for all personal property taxes that become due as a result of any awarded contract related to this Invitation for Bid.

37. The schedule in **Attachment A** will be followed in the execution of this invitation for bids.
38. Tie Bids. Low tie bids shall be awarded as specified in paragraph 3-202.14 of the State of Mississippi Office of Personal Service Contract Review Procurement Regulations.
39. Mistakes in Bids. Mistakes in bids submitted shall be determined and resolved as specified in paragraph 3-202.12 of the State of Mississippi Office of Personal Service Contract Review Procurement Regulations.
40. Bid modification and withdrawal. Bids may be modified or withdrawn by written notice received by the DMH Contracts Coordinator prior to the time and date set for bid opening.
41. Late Bids. Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving Mississippi Department of Mental Health. The only acceptable evidence to establish the date of mailing shall be the U.S. Postal Service postmark or other Courier Service postmark and if the postmark is not legible, the bid package or envelope shall be processed if mailed late. Bidders submitting late bids which shall not be considered for award shall be so notified as practicable.
42. All vendors shall sign, complete and return the Certifications and Assurances Form, **EXHIBIT - C**.
43. Any protest by a responsive Bidder must be timely and in conformance with instructions set forth in this bid invitation. The protest period for responsive Bidders shall begin on the day following the issuance of the notice of intent to award contract and end 5:00 P.M. on the **seventh day** following issuance of the notice. Protests must be written and must include the name and address of the protester and the IFB (RFx) number. It must also include a statement of grounds for protest, including appropriate supporting exhibits, and it must specify the ruling requested from DMH. The protest must be delivered to the DMH Contracts Coordinator. Protests received after the deadline will not be accepted.
44. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of 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 the is agreement. Contractor understands that the State is exempt from the payment of taxes. All payments shall be in United States currency. Contractor agrees to accept all payments in United States Currency via the State of Mississippi's electronic payment and remittance vehicle. Mississippi Department of Mental Health agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", which generally provides for payment of undisputed amounts by Mississippi Department of Mental Health within forty-five (45) days of receipt of invoice, which is post service provision.

45. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each verification. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (a) termination of this contract 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, (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or both. (c) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
46. The contract may be cancelled by DMH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. A new solicitation may then be issued to a new vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market utilizing emergency procurement procedures. In either event, the defaulting Contractor (or his/her surety) shall be liable to DMH for cost to DMH in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
47. The eventual contract resulting from this IFB shall be governed by and construed in 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.
48. Bidders shall be registered with the Mississippi Secretary of State's Office as a business provider in good standing to provide services in the State of Mississippi as required by Mississippi State Code 79-4-15.01. If not already registered, at the time bid is submitted, Bidder(s) understands that they must do so within seven (7) working days of being offered an award. This requirement does not apply to Sole Proprietors and DMH reserves the right to request documentation of bidder's business status.
49. **Order To Stop Work:** The Chief Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief 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.

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

- (a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,
- (b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides 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.

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.

Adjustments of Price: Any adjustment in price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract if applicable.

- 50. 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 the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state for federal law or outside the applicable freedom of information statutes, will be redacted.
- 51. 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.
- 52. A bidder, 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 DMH Executive Director 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 three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the

DMH Executive Director in writing and identify its attorney by name, address, and telephone number. 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 section 7-114.07 of the Mississippi Personal Service Contract Review Board Rules and Regulations.

53. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

Attachment A

Service Specifications and Information

Section A - Introduction

The Mississippi Department of Mental Health (DMH) seeks an independent contractor to provide project evaluation services for a project to Build Local 988 Capacity. DMH received federal funding for the project from the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA). 988 grantees (states and sub-recipients) are required to report a series of data elements that will enable SAMHSA to determine the intended outcomes are met. On July 16, 2022, the National Suicide Prevention Lifeline changed to an easy to remember, three-digit number, 988, and will be promoted as a suicide prevention and behavioral health crisis line. The purpose of these cooperative agreements is to improve state and territory response to 988 contacts (including calls, chats, and texts) originating in the state/territory by: (1) recruiting, hiring and training behavioral health workforce to staff local 988/Lifeline centers to respond, intervene, and provide follow-up to individuals experiencing a behavioral health crisis; (2) engaging Lifeline crisis centers to unify 988 response across states/territories; and (3) expanding the crisis center staffing and response structure needed for the successful implementation of 988. It is expected that these grants will: (1) ensure all calls originating in a state/territory first route to a local, regional and/or statewide Lifeline crisis call center; (2) improve state/territory response rates to meet minimum key performance indicators; and (3) increase state/territory support capacity to meet 988 crisis contact demand. The Project Evaluator will oversee project data collection, management, analysis, and storage to evaluate the effectiveness of our program and to identify opportunities for improvement. The program evaluator helps supervise, hire, and train staff that aid with the evaluation. Lastly, they are responsible for preparing reports for the co-directors, who interface with SAMHSA.

Project evaluation services must meet all applicable state and federal requirements for cross-site assessment, location evaluation, and reporting. DMH intends to select a vendor that has the proven experience and expertise to perform the services described in this procurement within the allocated budget already approved by SAMHSA.

Section B – Deadlines/Timelines

IFB Issue Date	September 8, 2023
IFB Submission Deadline	October 9, 2023 (9:00 AM CST)
Expected Contract Award Date	October 16, 2023

DMH reserves the right to amend and/or change the above schedule of events as it deems necessary.

Section C – Minimum Qualifications

The following minimum qualifications are required for the chosen vendor. These qualifications represent the specialized skills and past record of performance necessary to effectively perform the 988 Capacity evaluation. Evidence that the proposed vendor meets the stated qualifications below must be submitted as part of the IFB.

1. The candidate should possess a knowledge of program evaluation methods and their use, knowledge of statistical programs and methods including longitudinal analyses, knowledge of social science research and procedures, knowledge of quantitative and qualitative analysis methods, strong verbal and written communication skills. A PhD in a social science related field is required. The candidate should possess skills in qualitative and quantitative statistical approaches, excellent data management skills, excellent research skills including data collection, cleaning, analysis, and maintenance.
2. It is preferred that the vendor has documented experience in the utilization of SAMHSA's data collection and management tools. Any publications (e.g., project annual and quarterly reports) should be submitted as appendices to the IFB as evidence of the experience required.

Section D - Description of Services to Be Provided

Project evaluation services for year 2 of this federal grant and the 988 project are to be provided in accordance with the approved 988 Project Proposal, listed below this paragraph as Data Collection and Performance Measurement. The 988 state evaluator will collect and report data on all required performance measures using the designated data collection tools, Google docs, and Excel, in addition to instruments to be developed under this project. Project evaluation services must include, but are not limited to, process, performance, and outcome evaluation to meet the overall evaluation goals. This involves measures at the federal, state, and sub-recipient level.

Data Collection and Performance Measurement D-1: Data will be collected to support grant activities to ensure the intended outcomes are met. DMH will collect data on the number of people hired by these funds; the number of people supported by these funds in the mental health and related workforce trained in mental healthrelated practices/activities at the Lifeline Centers; the number of individuals screened for mental health or related interventions; and the number of organizations that entered into formal written/intra-organizational agreements on a monthly basis from the Mississippi Lifeline Centers, CONTACT The Crisis Line and CONTACT Helpline. This information will be due to the Project Coordinator by the tenth day of the month following the reporting month. This data will be reviewed by the grant project team, which consists of a Co-Project Directors, a Project Coordinator, and a Project Evaluator, to determine if grant deliverables are on track. Data will be input into internal spreadsheets that will be password protected to maintain confidentiality and evaluated to determine the effectiveness of activities in meeting the grant deliverables. DMH will report quarterly data on the following performance measures in SAMHSA's Performance and Accountability Reporting System (SPARS) database: the number of people supported by these funds in the

mental health and related workforce trained in mental health-related practices/activities at the Lifeline Centers; the number of individuals screened for mental health or related interventions; and the number of organizations that entered into formal written/intraorganizational agreements. Evaluation of this data will be used to manage the project to assure our goals and objectives are being achieved. Additionally, the CONTACT The Crisis Line and CONTACT Helpline will report to DMH the software, phone equipment, and computers purchased from these funds each month. This information will also be input into an internal spreadsheet and data will be reviewed monthly to monitor the effectiveness of the increased technology purchases as it relates to the state maintaining target answer rates for calls, chats, and texts. Reports provided by the NSPL Administrator will be reviewed in the method described in D-2 to monitor Goal 2's objectives. By the end of the first year, written agreements between the Lifeline Centers and at least nine of the 13 Community Mental Health Centers (70%) will be executed. Grant funds will be used to train newly hired Lifeline Center staff in applied suicide intervention skills. It is expected that this training will be conducted within the first three months of hire. Proof of completion of this training will be provided by the Lifeline Centers to DMH.

Additional trainings will be developed to address referral protocols, resources, and crisis response to present to employees of 988 call centers, Mobile Crisis Response Teams, and Crisis Stabilization Units. The number trained will be entered into the database within three days of completion of each training by utilizing registration information and sign-in sheets. Mississippi Lifeline Centers use iCarol, a non-profit and charity helpline software for crisis, referral and emotional support lines, and to ensure that monthly data on contacts that result in emergency rescue, suicide attempts in progress, and /or mobile crisis outreach referrals, will train the lead NSPL crisis counselors to track this information and provide the monthly reports that would be generated by the 10th of the following month. This data will be reported to the Department of Mental Health each month to be reviewed and analyzed by the grant project team and reported quarterly in the Project Performance Assessment. Data will be used to enhance grant deliverables by tracking and monitoring 988 and mobile crisis outreach referral collaboration. Protocols and processes will be revised if the data suggests it is needed to ensure that callers in need of emergency rescue and referral are provided with seamless, effective care. Data will be reviewed monthly by the grant project team and evaluated to determine if the intended outcomes of the grant are being met. If the increase in staffing and technology does not ensure that calls routed to the state are answered primarily in state, the project team will meet with Lifeline Center staff to determine what changes need to be made. These changes will be implemented after data shows a quarterly trend of unmet objectives. Quarterly reports of the data will be submitted to SAMHSA, DMH leadership including the Board of Mental Health, and grant partners. DMH will highlight the grant's progress in agency newsletters, strategic plan highlights flyers, press releases, and social media.

Data Collection and Performance Measurement D-2: The Department of Mental Health (DMH) will collect data on the number of calls, chats, texts received and answered; the phone, chat, text average speed to answer; abandonment rates; and direct/rollover calls to backup centers from the Lifeline administrator each month. Data will be reviewed by the grant project team and with the Directors of CONTACT The Crisis Line and CONTACT Helpline to evaluate effectiveness of activities to meet the minimum targets of the Key Performance Indicators. Data will be input into internal spreadsheets for monthly analysis to determine if goals and objectives are being met and to monitor trends in data. Action plans will be developed to assist the Lifeline Centers in reaching minimum targets for any Key Performance Indicators that are not being met during the project period.

The evaluator will have expertise in, or the capacity to learn, the use of data collection tools required by the State and/or federal government the ability to train local staff on the use of these tools.

The evaluator will collaborate with the project team to create a Disparities Impact Statement (DIS) that clearly assesses grant-related health disparities by race, age, sub-state region, rural/urban locale, etc. The DIS will be structured to align with the project work plan.

Data will help assess progress toward the achievement of proposed goals, objectives, and outcomes and to monitor any necessary adjustments as implementation proceeds. The evaluator will have a record of managing and reporting all data in compliance with SAMHSA protocols.

Upon execution of a contract, the successful vendor will:

1. Ensure that the 988 Project Evaluation Goals are assessed and reported to all state and federally required reporting entities.
2. Collect, analyze, and report all state and sub-recipient level performance measures required by the State and/or SAMHSA.
3. Provide training and technical assistance to sub-recipients as requested by the DMH 988 Project Director (i.e., Senior Project Manager and Project Manager).
4. Serve as the Subject Matter Expert (SME) for project evaluation – both state and local.
5. Attend grantee meetings as required by DMH and/or SAMHSA.

REFERENCE PAGE -EXHIBIT: A

Company Name	Contact Person	Telephone	Address	Date of Last Service/Sale

NOTE: ALL REFERENCES WILL BE CONTACTED AND THEY MUST REPORT THE BIDDER TO BE OF GOOD REPUTATION IN PROVIDING SERVICES THE SAME AS THOSE REQUESTED IN THIS IFB.

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the services requested in this invitation for bid: _____ Years and _____ Months

EXHIBIT-C

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, 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):

01. Representation Regarding Contingent Fees. The contractor represents that it has/has not (Circle One) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's bid.
02. Representation Regarding Gratuities. The bidder, offeror or contractor represents that it has/has not (Circle One) 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
03. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation has/has not (Circle One) been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit an bid, or the methods or factors used to calculate the prices bid.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's bid that such contractor has/has not (Circle One) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting a bid, the bidder certifies that it is/is not (Circle One) currently debarred from submitting bids for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Signature

Date

EXHIBIT - B

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 Contractor, whose address is _____ on the ____ day of _____ under the following terms and conditions:

1. **Scope of Services**

The Contractor will provide services as specified in the Scope of Services listed in Attachment A.

2. **Contract Term**

The period of performance of services under this Contract shall begin on _____, and shall end no later than _____, unless this Agreement is terminated pursuant to the provisions described in Paragraph 31 of this Agreement.

3. **Consideration**

As consideration for the performance of this Contract, the Contractor shall be paid an amount not to exceed _____ in accordance with the terms of this Contract. The services described in Attachment A shall be provided on terms as in the solicitation or negotiation of the parties, where appropriate. Contractor shall submit monthly invoice for services provided in the previous month for approval by the DMH. The invoice shall include: (a) a reference to this Contract (b) Contractor’s taxpayer 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**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

5. **Paymode**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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 Public Procurement Review Board Office of Personal Service Contract Review 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. **E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being

made public;

- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

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 *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

19. **Ownership of Documents and Work Papers**

The DMH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, whether completed or in progress, created in connection with the Project, which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DMH upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the DMH and subject to any copyright protections.

20. **Indemnification**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the DMH, its officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, and claims for damage arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.

21. **Third Party Action Notification**

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

22. **Notices**

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or overnight courier with 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:

Lisa Wallace, Contract Coordinator
Mississippi Department of Mental Health
239 North Lamar Street, Suite 1104
Jackson, Mississippi 39201

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. **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.

30. **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.

31. **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.

32. **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.

33. **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 \$50,000 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.

34. **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.

35. **Approval**

It is understood that this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

36. **Contract Management**

If the Contractor fails to satisfactorily complete the deliverables noted in the scope of services, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor.

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

Contractor

Date

Mississippi Department of Mental Health

Date