

Sole Source Determination

Instructions for Completion and Publication of Sole Source Determination

Pursuant to Miss. Code Ann. § 27-104-7(2)(o) and (4) and Section 3-206 of the *PPRB OPSCR Rules and Regulations*, the Agency Head must determine in writing that only one source is available to provide a personal or professional service needed by the Agency (regardless of the cost of the service). This determination and the terms of the proposed contract must be published on the Procurement Portal¹ for 14 consecutive days. Any potential objectors have 7 days following the last date of publication to file an objection with the Agency (i.e. 21 days following initial publication).

OPSCR recommends that Agencies publish a full copy of the proposed contract with this determination. OPSCR further recommends that Agencies post this determination and the terms of the proposed contract on the Agency website concurrently with posting on the Procurement Portal.

The determination must provide the following required information:

1. The personal or professional service offered in the contract;
2. An explanation of why the personal or professional service is the only one that can meet the needs of the agency;
3. An explanation of why the source is the only person or entity that can provide the required personal or professional service;
4. Any market analysis conducted in order to ensure that the service required was practicably available from only one source;
5. An explanation of why the amount to be expended for the personal or professional service is reasonable; and
6. The efforts that the agency went through to conduct a noncompetitive negotiation to obtain the best possible price on the personal or professional service for the taxpayers.
7. Instructions to file an objection to the sole source determination (see page 3 of determination).

The Agency should maintain a copy of this determination in its procurement file, which will meet the requirements of Miss. Code Ann. § 27-104-7(4).

If no objections are filed, the Agency may submit the contract for PPRB approval using the process and timelines for all other personal and professional service contracts requiring PPRB approval. If an objection is filed, the Agency may either agree with the objector that the vendor is not a sole source and conduct a competitive procurement or appeal the objection to the PPRB 30 days prior to the next regularly scheduled PPRB meeting. The Agency will have the burden to prove to the PPRB that the vendor is a sole source. If the PPRB has any reasonable doubt as to whether the vendor is a sole source, the Agency shall conduct a competitive procurement.

The PPRB submits quarterly reports to the Committees on Accountability, Efficiency, and Transparency in the Mississippi State Senate and House of Representatives, which may request Agencies who have submitted sole source contracts to offer an explanation of those contracts by December 15 each year.

¹Throughout this document, any reference to the Procurement Portal refers to the Buying and Selling to Government in Mississippi website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. If you need assistance with posting to the Procurement Portal, contact the MMRS helpdesk at mash@dfa.ms.gov.

Sole Source Determination

Miss. Code Ann. § 27-104-7(2)(o) and (4)
Section 3-206 of the PPRB Rules and Regulations

THE PROPOSED CONTRACT TERMS ARE ATTACHED TO THIS DETERMINATION.

Agency: Mississippi Department of Mental Health

Proposed Sole Source Vendor: Policy Research Associates (PRA) #3102091615

Intended Contract Term: May 1, 2024 - June 30, 2024

Anticipated Contract Amount: \$25,000.00

The personal or professional service offered in the contract is:

Policy Research Associates (PRA) will provide a 2-day Train the Trainer event that specifically teaches participants how to facilitate a Sequential Intercept Mapping (SIM) workshop.

The personal or professional service described above is the only one that can meet the needs of the agency because:

The MS Department of Mental Health was awarded a federal grant that requires the agency to "conduct a criminal/juvenile justice early diversion community system mapping such as SIM focusing on intercepts 0 and 1 to identify diversion opportunities." Sequential Intercept Mapping (SIM) was developed by Munetz and associates as a model that identifies specific intercept points in the community of interest where criminal justice intercepts individuals who are living with mental and behavioral conditions. Because system mapping is location specific, the workshop will have to be conducted multiple times at multiple locations. Rather than expend fiscal resources for outside facilitators, the MS Department of Mental Health has opted to build its infrastructure to facilitate the workshops without utilizing outside facilitators by contracting with PRA to train facilitators from across the state.

The proposed sole source vendor is the only person or entity that can provide the required personal or professional service because:

Effective criminal/juvenile justice early diversion community system mapping is very specific and detailed. Guided by the workshop facilitators, the participants collaboratively identify their respective community's resources at intercept points, as well as gaps in resources. Through group discussions and small group breakout sessions, by the end of the 2-day workshop the participants collaboratively identify and prioritize the gaps and solutions that they will work on to improve and correct. This workshop requires the SIM Workshop facilitators to be skilled in conflict resolution, consensus building, and networking; as well as intimately familiar with SIM. PRA is the only agency that we are aware of that provides this specific training to develop facilitators.

Sole Source Determination

The Agency conducted the following market analysis in order to ensure that the service required was practicably available from only one source (any documentation relevant to the market analysis conducted should be attached to this determination):

MS Department of Mental Health has been verbally assured by Policy Research Associates, Inc. (PRA) that they are a single source vendor of SIM Train the Trainer Workshop. A letter was obtained from PRA stating they are a single source vendor of SIM Train the Trainer. The Substance Abuse and Mental Health Services Administration (SAMHSA) Project Officer over the funding federal grant was contacted and asked for recommendation for who could conduct the training. She stated that PRA was the only one she knows of that can deliver the training. She has more than a decade of experience in the field. The Crisis Intervention Training (CIT) International Board of Directors were contacted for suggestions and recommendations, and PRA was the only one that was known and/or recommended. Finally, for confirmation, a google search was performed with the only results being PRA. The letter obtained from PRA stating they are a single source vendor of SIM Train the Trainer is attached.

The amount to be expended for the personal or professional service is reasonable because:

The contract amount of \$25,000 covers PRA's trainers (quantity of 2) travel, lodging, and time. There will be 25 participants, which equals an expenditure of \$500/day/participant, for a total of \$1000 per participant. This is a reasonable investment when one considers the cost to contract with an outside agency to conduct workshops comparable in time and effort. This \$25,000 investment will allow us to conduct multiple workshops at a minimal expense.

The Agency conducted a noncompetitive negotiation with the proposed sole source vendor to obtain the best possible price on the personal or professional service by:

MDMH has searched and asked for referrals for similar services and cannot find any. The contract price is not negotiable, as PRA provides the Train the Trainer Workshop at the same fair price to all.

Based on the foregoing, I have determined the intended vendor is the sole provider of the personal or professional services needed by the Agency. Pursuant to Miss. Code Ann. § 27-104-7(2)(o) and (4) and Section 3-206 of the PPRB Rules and Regulations, the Agency intends to award this contract through a sole source procurement.

Agency Head Name: Wendy Bailey Title: Executive Director

Signature:  Date: 3/19/24

The Agency Head must sign this determination and cannot delegate that authority to other Agency personnel.

Instructions to File an Objection to this Sole Source Determination:

Any person or entity who objects to the determination that the proposed vendor is the sole provider of the personal or professional services described herein should file an objection with the Agency and the Public Procurement Review Board (PPRB).

The objection must provide a detailed explanation of why the personal or professional service provider is not a sole source; identify the Agency; identify the proposed Sole Source Vendor; state the RFIN Number for the sole source determination and the date that determination was first published (if available); and identify the objecting party to include valid contact information by which the objecting party can be immediately reached by the Agency or the PPRB (or its staff).

The Agency is required to publicize the sole source determination for 14 days, after which parties who object to that determination have 7 days to file their objections. Timely submission of the objection is the sole responsibility of the objecting party, and the objecting party bears all risk regarding delivery of the objection. Objections received after the deadline will not be considered by the Agency or the PPRB.

Any such objection should be clearly labelled "OBJECTION TO SOLE SOURCE DETERMINATION" and should be submitted to the following persons:

For the Agency:

Mississippi Department of Mental Health
c/o Lisa C. Wallace, Contracts Coordinator
239 North Lamar Street, Suite 1104
Jackson, MS 39201
Lisa.Wallace@dmh.ms.gov
601.359.6518

For the PPRB:

Public Procurement Review Board
c/o Amy Gamble, Director
Office of Personal Service Contract Review
Mississippi Department of Finance and Administration

Hand Delivery:

501 North West Street, 7th Floor
Jackson, Mississippi 39201

U.S. Mail:

Post Office Box 267
Jackson, Mississippi 39205

Electronic Mail:

Amelia.Gamble@dfa.ms.gov
cc: OPSCR@dfa.ms.gov

Once an objection to the sole source determination is filed, the Agency may withdraw the sole source determination and competitively procure the service or appeal the objection to the PPRB. The Agency will have the burden to prove the proposed vendor is a sole source provider of the personal or professional services needed by the Agency. If the PPRB has any reasonable doubt as to whether the personal or professional service can only be provided by one source, then the Agency must competitively procure the service.

DEPARTMENT OF MENTAL HEALTH

State of Mississippi

239 North Lamar Street
1101 Robert E. Lee Building
Jackson, Mississippi 39201



601-359-1288
FAX 601-359-6295
TDD 601-359-6230

Wendy D. Bailey - Executive Director

February 8, 2024

To Whom It May Concern:

This letter serves as an approved exemption under the DMH procurement rules to contract with Policy Research Association, Inc. (PRA) due to the PRA being the sole source provider of Sequential Intercept Model Mapping Facilitator Training.

PRA will provide a two-day train-the-trainer event that specifically teaches participants how to facilitate a Sequential Intercept Mapping workshop. This is essential to furthering the Crisis Intervention Team Training efforts in our state which coincide with a federal grant and HB 1222 passed during the 2023 Legislative Session.

Since system mapping is location specific, the workshop will have to be conducted multiple times at multiple locations. Rather than expend fiscal resources for outside facilitators, DMH will build its infrastructure to facilitate the workshops without utilizing outside facilitators by contracting with PRA to train facilitators from across the state.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wendy D. Bailey", is written over the typed name.

Wendy D. Bailey
Executive Director



December 22, 2023

Lisa C. Wallace, Contracts Coordinator
MS Department of Mental Health
239 N Lamar St
Jackson, MS 39201

Dear Lisa C. Wallace,

Policy Research Associates, Inc. (PRA) is pleased to provide Mississippi Department of Mental Health with a Sequential Intercept Model Mapping Facilitator Trainer event to be conducted on a to be determined date in 2024. I am writing to inform you that, to the best of our knowledge, PRA is the sole provider of these types of services.

Should you have any questions, please feel free to contact Sara Partyka (spartyka@prainc.com).

Sincerely,

Sarah Desmarais (Dec 22, 2023 14:53 EST)

Sarah L. Desmarais, PhD
President

CREATING POSITIVE SOCIAL CHANGE

Sole Source Letter_SIM FT

Final Audit Report

2023-12-22

Created:	2023-12-22
By:	Sara Partyka (spartyka@prainc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0uh2YykwkJOKUANFJx8iqEXyRLFysGcn

"Sole Source Letter_SIM FT" History

-  Document created by Sara Partyka (spartyka@prainc.com)
2023-12-22 - 5:42:28 PM GMT- IP address: 76.38.155.144
-  Document emailed to Sarah Desmarais (sdesmarais@prainc.com) for signature
2023-12-22 - 5:42:53 PM GMT
-  Email viewed by Sarah Desmarais (sdesmarais@prainc.com)
2023-12-22 - 7:53:33 PM GMT- IP address: 104.47.58.126
-  Document e-signed by Sarah Desmarais (sdesmarais@prainc.com)
Signature Date: 2023-12-22 - 7:53:51 PM GMT - Time Source: server- IP address: 98.11.250.74
-  Agreement completed.
2023-12-22 - 7:53:51 PM GMT



Adobe Acrobat Sign

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 Policy Research Associates, Inc. (PRA) (Contractor), whose address is 433 River Street, Troy, NY 122180, 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 May 1, 2024 and shall end no later than June 30, 2024, unless this Agreement is terminated pursuant to the provisions described in Paragraph 30 of this Agreement.
3. **Consideration**
As consideration for the performance of this Contract, the Contractor shall be paid an amount not to exceed \$25,000.00 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 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 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:

Policy Research Associates, Inc.
Victoria Ortiz, Grants & Contracts Specialist
433 River Street
Troy, NY 12180
vortiz@prainc.com

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.

(4) *Adjustments of Price*: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

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

Sequential Intercept Mapping Facilitator Training:

Training Participant Agreement

The *Sequential Intercept Mapping* (SIM) workshop designs and products are owned exclusively by Policy Research Associates, Inc. (PRA) of Troy, NY. It is understood that you will be participating in this Facilitator Training to conduct future *Sequential Intercept Mapping* workshops in [insert state training is conducted in here]. By signing this agreement, training participants agree not to conduct future *Sequential Intercept Mapping* workshops outside of Mississippi unless they are employed by PRA or are independent contractors to PRA, and agree that they will not charge any fees for conducting future *Sequential Intercept Mapping* workshops.

This exclusive arrangement applies to the SIM workshop designs, materials and concepts as they currently stand as well as to any modifications or enhancements developed after this agreement is signed.

Participant Name

Participant Signature

Date

[PRA Facilitator Name]
Policy Research Associates, Inc.

Date



Account Number: XXXX-XXXX-XXX-XXX

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN MS DEPARTMENT OF MENTAL HEALTH AND POLICY RESEARCH ASSOCIATES, INC.**

MS Department of Mental Health will reimburse Policy Research Associates, Inc. (PRA) for providing the product described below.

PRODUCT:

A Sequential Intercept Model Mapping Facilitator Trainer (SIM FT) event will be conducted June 4, 2024 – June 5, 2024.

REIMBURSEMENT:

MS Department of Mental Health shall reimburse PRA for providing the aforementioned product. The total fixed price of this MOU is \$25,000. Scheduled payments to PRA are to be issued according to the following schedule:

<u>Payment</u>	<u>Due</u>
◆ 25% \$6,250 non-refundable deposit	Upon execution of this contract
◆ 25% \$6,250 10 days prior to product delivery date	05/24/2024
◆ 50% \$12,500 10 days after product delivery date	06/14/2024

Please reference the account number listed above on your reimbursement check.

PERIOD OF PERFORMANCE:

The terms offered under this MOU are good for a period of 120 days. Upon acceptance of this offer, this agreement shall begin on January 15, 2024, and shall not extend beyond 04/15/2024 unless the period is extended by modification of the MOU.

Restrictions on Use, Reproduction, and Replication:

MS Department of Mental Health acknowledges and agrees that the product provided pursuant to this MOU, including all trainings, materials, supplies, or other documentation or information (“Product Materials”), whether intangible or tangible, shall not be used except as expressly permitted by PRA. The restrictions in this section also apply to MS Department of Mental Health’s employees, agents, or others it allows to participate in any training required or permitted by the Product or Product Materials.

SIM Facilitator Trainees will be required to sign the Training Participant Agreement prior to the training (see Attachment A). Training participants may only conduct Sequential Intercept Mapping Workshops within the state where the SIM Facilitator Training is conducted.

TERMINATION:

Either party may terminate the agreement at any time by written notice to the other, specifying the effective date of such termination, with a minimum of two weeks’ notice. Upon termination of this MOU, MS Department of Mental Health agrees to compensate PRA for all work performed prior to said termination and for any un-cancelable commitments.