

Mississippi Department of Mental Health
Addendum No. 1 – Question and Answer Document – RFP No. DMH-RHTP-2027-001

Question and Answer Document

Solicitation #	RFP No. DMH-RHTP-2027-001, Addendum No. 1
Date	October 8, 2026
Contractor Name	Consolidated responses to all prospective vendors

This addendum answers every written question DMH received by the October 5, 2026 deadline. It is part of the RFP. Where it conflicts with the RFP, this addendum controls. All other terms are unchanged. **Proposals remain due October 14, 2026 at 5:00 p.m. Central Time.**

1. Questions appear as received, without attribution.
2. Vendors must acknowledge this addendum in the transmittal letter (Section 8.1).
3. A vendor that submitted a proposal before this addendum was posted may submit a revised proposal by the deadline. DMH will evaluate the latest timely submission. The revised transmittal letter must acknowledge this addendum.
4. The question period is closed. Section 8.3 continues to apply.

Question #	Section #	Page #	Question	DMH Response
1	4, item 2	10	Section 4, Item 2 requires current or prior contracts with at least two state government agencies. Will DMH accept contracts with federal agencies serving veterans or service members, such as the U.S. Department of Veterans Affairs or the Department of Defense, toward this requirement?	No. Section 4, item 2 requires contracts with at least two state government agencies and is unchanged. Federal contracts do not count toward the two. Vendors should describe federal work in Tab 4 and Tab 13; DMH will consider it under Experience and Past Performance.
2	4	10	May the prime vendor meet the minimum qualifications in Section 4, including platform, clinician network, state contract experience, and crisis line operation, through the combined capabilities of the prime and a named subcontractor?	Only for the crisis line. The prime vendor, meaning the entity that will sign the contract, must itself meet Section 4, items 1, 2, 3, 5, 6, 7, and 8. Item 1 requires teletherapy delivered through the vendor's own platform and clinician network, so a subcontractor's platform, network, or state contracts do not satisfy it. See Question 3 for item 4. A proposal that uses any subcontractor must name it, describe its role, and confirm it meets item 8. The prime remains fully responsible for performance.
3	4, item 4	10	Under Section 4, item 4, may the 24/7 licensed clinician crisis line already in operation be operated by a named subcontractor or teaming partner?	Yes, on five conditions. (1) The subcontractor's line is in operation on the proposal due date and is answered 24/7 by licensed clinicians. (2) The proposal names the subcontractor and includes a signed letter of commitment in Tab 7. (3) The trailing 12-month connection-time data in Tab 7 is that line's data. (4) The subcontractor meets Section 4, item 8 and will be bound by the Business Associate Agreement. (5) The prime remains responsible for every requirement in Section 3.2.

Question #	Section #	Page #	Question	DMH Response
4	4, item 4	10	Section 4, Item 4 requires a 24/7 licensed-clinician crisis line already in operation. Will DMH accept an offeror that has previously operated a licensed-clinician crisis line and will have the program line fully operational at go-live?	No. "Already in operation" means in operation on the proposal due date. A line operated in the past but not today, or one to be stood up by go-live, does not meet item 4. A vendor may meet item 4 through a named subcontractor as described in Question 3.
5	4, item 5	10	Section 4, Item 5 requires a current SOC 2 Type II report or equivalent third-party security attestation. Please identify which attestations DMH will accept as equivalent. Will DMH accept a CMMC Level 2 assessment?	DMH will accept a current audit, certification, or authorization that meets three tests. (1) An accredited independent assessor performed it. (2) Its scope covers the platform and hosting environment that will store or process participant data under this contract. (3) It tests security, availability, and confidentiality controls comparable to the SOC 2 trust services criteria. HITRUST r2 certification, ISO/IEC 27001 certification, and FedRAMP Moderate or High authorization qualify when they meet these tests. Self-assessments, self-attestations, and attestations that cover only a cloud hosting provider's infrastructure do not. DMH will accept a CMMC Level 2 certification only if a C3PAO issued it and the assessed scope includes the platform proposed for this program. A CMMC self-assessment does not qualify. A vendor relying on an equivalent must attach the executive summary or authorization letter and a statement of the assessed scope.
6	3.5; 4, item 5	7, 10	Please confirm that a current FedRAMP Moderate authorization for the proposed platform, supported by a federal Authorization to Operate, satisfies the equivalent third-party security attestation requirement in Section 3.5 and Section 4, item 5, without a separate SOC 2 Type II report as FedRAMP meets and exceeds SOC II compliance and is the preferred trusted certification by State and Federal Governments. Please also confirm whether FedRAMP Moderate authorization satisfies the HITRUST certification or roadmap requirement in Section 3.5.	Yes as to SOC 2. A current FedRAMP Moderate authorization issued for the vendor's proposed platform satisfies Section 4, item 5 and the attestation requirement in Section 3.5 without a separate SOC 2 Type II report. An authorization held only by the vendor's cloud hosting provider does not. Attach the authorization letter. No as to HITRUST. Section 3.5 separately requires HITRUST certification or a documented roadmap to it, and FedRAMP is not a substitute. A vendor without HITRUST certification must include the roadmap and may build it on its FedRAMP controls.
7	3.2	6	Must crisis line clinicians hold Mississippi licensure, or may crisis contacts be answered by licensed clinicians in other states, with warm handoff to Mississippi crisis resources?	Section 3.2 requires a licensed clinician. It does not require Mississippi licensure for crisis line staff. The vendor is responsible for staffing the line in compliance with applicable licensure and telehealth law. Any ongoing treatment after a crisis contact must be delivered by a therapist who meets Section 3.1. Vendors should state in Tab 7 how many crisis line clinicians hold Mississippi licensure.
8	3.1	6	Does DMH accept interstate compact privileges, such as the Counseling Compact or PSYPACT, as Mississippi licensure for teletherapy under Section 3.1?	Yes, where the privilege is active. A clinician who holds a currently valid compact authorization that legally permits telehealth practice with clients located in Mississippi, at the independent level, meets Section 3.1. A compact Mississippi has enacted but under which privileges are not yet being issued does not authorize practice. The vendor is responsible for

Question #	Section #	Page #	Question	DMH Response
				verifying each clinician's authorization. In Tab 6, report Mississippi-licensed clinicians and compact-authorized clinicians as separate counts. DMH scores the depth of the Mississippi-licensed network under the Provider Network criterion.
9	3.1	6	When an eligible Mississippi resident is temporarily located outside Mississippi at the time of a session, may services be delivered by a clinician licensed in the participant's current location? Does DMH expect the vendor to maintain multi-state licensure coverage for these situations?	DMH does not require multi-state licensure coverage. Every session must comply with the licensure law of the place where the participant is physically located at the time. A vendor with an appropriately licensed clinician may serve the participant there at no added cost; otherwise the session should be rescheduled. The crisis line must remain available to eligible participants wherever they are.
10	1.1; 3.4	4, 7	Will individuals who live outside Mississippi but serve as first responders for a Mississippi agency, or who are Mississippi National Guard members, be eligible for services?	Eligibility requires Mississippi residency (Sections 1.1 and 3.4). A first responder who lives outside Mississippi is not eligible under the initial contract, even if employed by a Mississippi agency. Members of the Mississippi National Guard and Reserve who reside in Mississippi are eligible, whether or not they have separated from service. DMH may add populations by amendment at the expansion rate in Attachment B.
11	3.1	6	Do live chat and asynchronous messaging exchanges count toward the ten-session allotment? If so, how is a session defined for those modalities?	A session is a scheduled, live clinical encounter between a participant and a therapist by video, telephone, or live chat. A scheduled live chat session counts as one session. Asynchronous messaging does not count toward the ten and does not replace live sessions. Vendors must state their standard session length for each modality in Tab 5. Under Section 3.1, ten sessions is not a cap when the treating therapist finds more are clinically appropriate.
12	3.9	9	For the desirable capability in Section 3.9, does family member access include teletherapy sessions for spouses and adult dependents, or only wellness content?	It means access to clinical services. Full credit requires teletherapy sessions for a spouse or adult dependent at no additional cost. Access to wellness content alone earns partial credit. Vendors must state which services family members receive and any session limits. The fixed price must include all family member services proposed.
13	3.1	6	Please provide the measurement methodology and fee credit schedule referenced in Section 3.1 for first appointments offered within 24 hours.	DMH will measure the rate each calendar month from platform timestamps. Denominator: every request for a first teletherapy appointment made that month. Numerator: each request for which the platform offered at least one appointment starting within 24 hours of the request, in any required modality, with any therapist who meets Section 3.1. A participant's choice of a later time or a specific therapist does not count against the vendor. The vendor reports the rate in the monthly utilization report, and DMH may audit the underlying data. DMH will apply the credit to the next quarterly installment, calculated on one-twelfth of the annual fixed price. Monthly rate of 90.0% or higher: no credit. 85.0% to 89.9%: 2%. 80.0% to 84.9%: 5%. Below 80.0%:10%

Question #	Section #	Page #	Question	DMH Response
14	1.1	4	What is the estimated or budgeted annual funding available for this contract?	DMH is not disclosing a budget for this contract. Vendors should propose their best fixed price for the full scope in Section 3. Cost is scored under Section 6.2.
15	5.2; Attachment B	11, 16	If actual utilization exceeds the assumptions stated in Attachment B, will DMH consider a price adjustment or amendment, given the uncapped session and crisis contact requirements?	No. This is a fixed-price contract. Section 5.2 bars per-session, per-user, and overage charges, and the Attachment B certification confirms the price is all-inclusive. The vendor bears utilization risk. The expansion rate in Attachment B applies only when DMH adds eligible populations by amendment.
16	5.2; Attachment B	11, 16	Please specify the number and duration of optional renewal periods and the format for submitting firm pricing for each period.	Yes. DMH may potentially renew the contract for additional twelve-month terms at its option. However, each renewal is contingent on continued availability of RHTP funds, execution of the annual MOU under which DMH receives RHTP funding for this program, satisfactory vendor performance, and any required approvals. Vendors do not need to provide firm pricing for renewal periods at this time.
17	5.2; Attachment B	11, 16	Does the 10% Outreach and Marketing cap include website hosting and maintenance for the full contract term, or only development and launch?	It includes hosting and maintenance for the full term. The cap covers everything in the Outreach and Marketing row of Attachment B: website development, hosting, and maintenance; collateral design and production; the digital campaign; partner engagement; and outreach reporting. Account management and customer service belong in the Program License and Administration row and fall outside the cap.
18	5	10	Section 5 limits the technical proposal to 40 pages excluding required attachments. Please confirm whether key personnel resumes, sample reports, sample collateral, and screenshots count toward the 40-page limit.	They do not count, when submitted as labeled exhibits behind the relevant tab with captions only. The 40-page limit applies to the narrative in Tabs 1 through 14. These items are excluded: completed Section 9 forms (Tab 15); supporting documentation for Tab 3, such as audited financial statements, Secretary of State registration, and the security attestation executive summary; the BAA template and attestations in Tab 9; key personnel resumes, two pages each at most; sample reports, dashboard views, sample collateral, and platform screenshots; and subcontractor letters of commitment. DMH will not evaluate narrative placed in an exhibit.
19	3.4; 5.1, Tab 8	7, 11	When must the evaluator demonstration environment be available: at proposal submission, or by the week of October 19?	At proposal submission. Tab 8 must include access instructions and credentials. The environment must stay available to DMH evaluators from October 14, 2026 through October 30, 2026. The evaluators' hands-on review is scored under Platform Usability and Technology. It is separate from any live demonstration DMH requests for the week of October 19.
20	9	15	The attachments listed in Section 9 were not all included in the RFP package. Please provide Attachments A, C, D, E, and F, including the complete State standard contract terms and the Business Associate Agreement.	Attachments A, C, and D, and E are now posted with this addendum on the Mississippi Procurement Portal and the DMH website. Applicants may disregard Attachment F at this time.

Question #	Section #	Page #	Question	DMH Response
21	1	4	Is this a new program, or does it replace or expand an existing DMH contract for veteran or first responder behavioral health services? If there is a current or prior contract, please provide the vendor name, contract number, contract value, and term.	This is a new program. DMH has no current or prior contract for these services.
22	3.7	8	Please provide any available utilization data informing this procurement, including registrations, sessions per participant, crisis contacts, and modality mix, from a prior Mississippi program or from comparable programs DMH referenced, such as the Alabama Department of Mental Health's statewide veterans program.	None is available. Mississippi has no prior program, and DMH holds no utilization data from other states' programs that it can release. Section 3.7 cites the Alabama program's website as a model for the program website only. Vendors should rely on their own experience and state their assumptions in Attachment B.
23	1.1	4	What is the source and breakdown of the estimated 200,000 eligible individuals (veterans versus first responders, by county or region), and what utilization rate does DMH anticipate?	The estimate comes from the U.S. Department of Veterans Affairs. A county-level breakdown can be found here: https://www.data.va.gov/stories/s/State-Summaries_Mississippi/u6fj-tfsk/ . DMH has not set an anticipated utilization rate. Vendors must state the utilization rate and average sessions they assume in Attachment B. The price is fixed regardless of actual utilization (see Question 15).

Acknowledgment

Vendors must acknowledge receipt of Addendum No. 1 in the transmittal letter (Tab 1). A proposal that does not acknowledge this addendum may be deemed non-responsive.

Mississippi Department of Mental Health

RFP No. DMH-RHTP-2027-001

Attachment A. Requirements Response Matrix

Instructions

Complete every row and submit this matrix in Tab 15 of the technical proposal. It does not count toward the 40-page limit.

1. In the Response column, enter exactly one of: Meets, Exceeds, or Does Not Meet. For Section 3.9, enter Offered or Not Offered.
2. In the Proposal Reference column, give the Tab 5 page number where the narrative and evidence appear.
3. Do not add narrative to this matrix. DMH will evaluate narrative only in Tabs 1 through 14.
4. Do not alter the requirement numbers or text. The numbers below are assigned for reference; the RFP text controls.
5. A blank row is treated as Does Not Meet. Failure to meet a requirement in Sections 3.1 through 3.8 may result in the proposal being deemed non-responsive.

Vendor legal name	
Named subcontractors, if any	
Preparer name and title	
Date	

3.1 Teletherapy Services (Required)

No.	Requirement	Response	Proposal Reference
3.1.1	Up to ten individual teletherapy sessions per participant, with additional sessions when the treating therapist finds them clinically appropriate. No fixed session cap. No co-pays, insurance requirements, or referral requirements.		
3.1.2	Every session delivered by a therapist licensed to practice in Mississippi at the independent level, in compliance with Mississippi telehealth and licensure law.		
3.1.3	Participants choose their own therapist. Matching on, at minimum, gender, language, race/ethnicity, area of focus, and availability.		
3.1.4	Participants choose their modality: secure video, telephone, live chat, and asynchronous messaging all available. Telephone-only sessions are a required option.		
3.1.5	First available appointment offered within 24 hours of request, with same-day availability during core hours. Vendor states current average time from request to booked appointment and to first session. Vendor accepts the fee credit for any month below 90 percent.		

No.	Requirement	Response	Proposal Reference
3.1.6	Appointments available days, evenings, and weekends, bookable outside standard business hours.		
3.1.7	Dedicated Mississippi provider community with demonstrated cultural competence in military and first responder populations. Vendor states the percentage of the network with military service, first responder experience, or specialized training, and its plan to recruit and retain Mississippi-licensed clinicians.		

3.2 Direct Crisis Support Line (Required)

No.	Requirement	Response	Proposal Reference
3.2.1	Dedicated, program-branded crisis line available 24/7/365, answered by a licensed clinician, not a call-center intake worker.		
3.2.2	Connection to a licensed clinician within 60 seconds of call initiation, on average. Vendor states current average and 90th-percentile connection times.		
3.2.3	Structured follow-up with every crisis contact at approximately 48 hours and 30 days, with documentation of outcome.		
3.2.4	Written crisis protocols covering lethal-means safety counseling, warm handoff to emergency services, and coordination with Mississippi's 988 centers and DMH-certified Mobile Crisis Response Teams.		
3.2.5	Unlimited crisis contacts at no cost to the participant.		

3.3 Wellness and Resilience Programming (Required)

No.	Requirement	Response	Proposal Reference
3.3.1	On-demand, self-guided wellness library available to all participants at any time, covering at minimum stress management, sleep, mindfulness, physical wellness, substance use, and family/relationship health.		
3.3.2	Live or recorded programming on a regular cadence, tailored to veteran and first responder audiences.		
3.3.3	Wellness programming included at no additional cost, with no usage limits.		

3.4 Platform and User Experience (Required)

No.	Requirement	Response	Proposal Reference
3.4.1	Demonstration access to the participant-facing platform provided to DMH during evaluation.		

No.	Requirement	Response	Proposal Reference
3.4.2	A participant can register, verify eligibility, select a therapist, and book a first appointment in a single session of no more than ten minutes, without assistance.		
3.4.3	Responsive web application plus native or web-based mobile experiences on iOS and Android. No app download required to receive telephone services.		
3.4.4	Registration requires only the minimum information needed to confirm eligibility. No DD-214 upload, employer verification, or insurance information required to begin care.		
3.4.5	Plain-language interface at or below an eighth-grade reading level. Spanish-language support at minimum.		
3.4.6	Conformance with WCAG 2.1 Level AA and Section 508.		
3.4.7	Single dedicated program website, co-branded with DMH, serving as the sole entry point for participants and reachable by URL or QR code.		

3.5 Privacy, Security, and Compliance (Required)

No.	Requirement	Response	Proposal Reference
3.5.1	Full compliance with HIPAA and, where applicable, 42 CFR Part 2. Vendor will execute a Business Associate Agreement with DMH.		
3.5.2	Current SOC 2 Type II report or equivalent third-party security attestation, and HITRUST certification or a documented roadmap to it. Executive summary of the most recent attestation attached.		
3.5.3	Participant clinical information never shared with an employer, department, unit, or command. Technical and contractual safeguards ensure no employing agency can identify which of its personnel used the service.		
3.5.4	All participant data stored and processed within the United States. No sale, secondary use, or sharing of participant data for marketing or any purpose outside the program.		
3.5.5	Documented incident response and breach notification procedures consistent with Mississippi law and the DMH contract.		

3.6 Data, Reporting, and Care Coordination (Required)

No.	Requirement	Response	Proposal Reference
3.6.1	Permission-based administrative dashboard giving designated DMH staff real-time, de-identified visibility into registrations, appointments booked and completed, crisis contacts, wellness engagement, modality mix, wait times, and geographic distribution by county.		

No.	Requirement	Response	Proposal Reference
3.6.2	Standardized clinical outcome measurement at intake and at regular intervals (e.g., PHQ-9, GAD-7, PCL-5), reported to DMH in aggregate.		
3.6.3	Participant satisfaction measured after each therapy and crisis contact, reported in aggregate.		
3.6.4	Monthly utilization reports and quarterly narrative reports in a format that satisfies DMH's RHTP reporting obligations. Reasonable changes in federal reporting requirements accommodated at no additional cost.		
3.6.5	Written continuity-of-care protocol for participants needing a higher level of care, psychiatric medication management, or ongoing in-person services, with referral pathways into DMH-certified community providers, CCBHCs, and the VA.		
3.6.6	Export of all program data to DMH in a standard machine-readable format at contract end or on request.		

3.7 Outreach, Marketing, and Awareness (Required)

No.	Requirement	Response	Proposal Reference
3.7.1	Dedicated, co-branded program website, live at go-live, meeting the minimum content requirements in Section 3.7. Vendor hosts, maintains, and updates the site for the contract term. DMH approves design and content before launch.		
3.7.2	Written outreach and marketing plan covering the full contract term, submitted within 30 days of contract execution.		
3.7.3	Co-branded print and digital collateral (posters, rack cards, wallet cards, social media assets, digital ads, QR-coded materials) for distribution through the channels listed in Section 3.7.		
3.7.4	Direct engagement with the statewide partners listed in Section 3.7.		
3.7.5	Dedicated account manager as DMH's single point of contact. Participant customer service by phone, chat, and email seven days a week.		
3.7.6	Quarterly outreach performance reporting: impressions, landing page traffic, registrations by referral source, and registrations against the estimated eligible population by county.		

3.8 Implementation (Required)

No.	Requirement	Response	Proposal Reference
3.8.1	Go-live, meaning a fully functional program accepting participants, no later than 60 calendar days after contract execution.		

No.	Requirement	Response	Proposal Reference
3.8.2	Detailed implementation plan with milestones submitted with the proposal, covering platform configuration, provider network readiness, crisis line activation, DMH staff training, dashboard access, and launch communications.		
3.8.3	Named implementation lead and weekly implementation status calls with DMH until go-live.		

3.9 Desirable Capabilities (Not Required, Scored)

Enter Offered or Not Offered. Any capability marked Offered must be included in the fixed price.

No.	Capability	Response	Proposal Reference
3.9.1	Peer support or peer specialist services delivered by individuals with lived military or first responder experience.		
3.9.2	Family member access (spouse or adult dependent) at no additional cost.		
3.9.3	Psychiatric evaluation and medication management delivered through the platform.		
3.9.4	Group therapy specific to veterans or first responders.		
3.9.5	Integration or data-sharing capability with 988 and the state crisis system beyond the required referral protocols.		
3.9.6	Ability to scale the program to additional populations under a future amendment without platform redevelopment.		

Certification

The undersigned certifies that the responses in this matrix are accurate and are supported by the vendor's technical proposal.

Authorized signature	
Name and title	
Date	

Mississippi Department of Mental Health
RFP No. DMH-RHTP-2027-001
Attachment C. Reference Form

Instructions

Provide three client references and submit this form in Tab 15 of the technical proposal. Tab 14 may simply refer to this form. It does not count toward the 40-page limit.

1. At least two of the three references must be government agencies.
2. Each reference must be a client for whom the vendor delivered teletherapy, crisis line, or comparable behavioral health services.
3. Complete every field. DMH may contact any reference without notice to the vendor, and may contact other clients of the vendor.
4. Confirm before submitting that each contact is current and reachable. DMH will make reasonable attempts to reach each reference; a reference DMH cannot reach will not be scored.
5. References for a named subcontractor may be added on a copy of this form. They do not replace the three references required of the vendor.

Vendor legal name	
Vendor contact name and title	
Vendor contact phone and email	

Reference 1

Field	Response
Client organization	
Government agency? (Yes / No; if yes, state, federal, or local)	
Contact name	
Contact title	
Contact phone	
Contact email	
Contract start and end dates (or "current")	
Population served (e.g., veterans, first responders, students, employees)	
Approximate number of eligible individuals	
Services delivered (teletherapy, crisis line, wellness programming, outreach, reporting)	
Was the vendor the prime contractor? (Yes / No)	
Brief description of scope (100 words or fewer)	

Reference 2

Field	Response
Client organization	
Government agency? (Yes / No; if yes, state, federal, or local)	
Contact name	
Contact title	
Contact phone	
Contact email	
Contract start and end dates (or "current")	
Population served (e.g., veterans, first responders, students, employees)	
Approximate number of eligible individuals	
Services delivered (teletherapy, crisis line, wellness programming, outreach, reporting)	
Was the vendor the prime contractor? (Yes / No)	
Brief description of scope (100 words or fewer)	

Reference 3

Field	Response
Client organization	
Government agency? (Yes / No; if yes, state, federal, or local)	
Contact name	
Contact title	
Contact phone	
Contact email	
Contract start and end dates (or "current")	
Population served (e.g., veterans, first responders, students, employees)	
Approximate number of eligible individuals	
Services delivered (teletherapy, crisis line, wellness programming, outreach, reporting)	
Was the vendor the prime contractor? (Yes / No)	
Brief description of scope (100 words or fewer)	

Certification

The undersigned certifies that the information above is accurate and authorizes DMH to contact each reference about the vendor's performance.

Authorized signature	
Name and title	
Date	

Mississippi Department of Mental Health
RFP No. DMH-RHTP-2027-001
Attachment D. Vendor Certifications

Instructions

Complete and sign this attachment and submit it in Tab 15 of the technical proposal. It does not count toward the 40-page limit.

1. An officer authorized to bind the vendor must initial each of the five certifications and sign at the end.
2. A vendor that cannot make a certification as written must attach a signed explanation. DMH will decide whether the explanation is acceptable. Failure to submit this attachment may result in the proposal being deemed non-responsive.
3. These certifications are material representations. DMH relies on them in evaluating the proposal and in awarding the contract.
4. The vendor must notify the procurement contact in writing, without delay, if any certification becomes untrue before contract execution or during the contract term.
5. A vendor proposing a named subcontractor is responsible for obtaining the certifications in Sections 2 and 5 from that subcontractor.

Vendor legal name	
Unique Entity Identifier (SAM.gov)	
Named subcontractors, if any	

1. Non-Collusion

The vendor certifies that:

1. It arrived at the prices in its proposal independently, without consultation, communication, or agreement with any other vendor or competitor for the purpose of restricting competition.
2. It has not disclosed, and will not disclose, its prices to any other vendor or competitor before award, directly or indirectly, unless required by law.
3. It has made no attempt, and will make none, to induce any person or firm to submit or not to submit a proposal for the purpose of restricting competition.
4. Its proposal is genuine and is not made on behalf of any undisclosed person or firm.

Initials: _____

2. Debarment, Suspension, and Exclusion

The vendor certifies that the vendor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, consistent with 2 CFR Part 180 and 2 CFR 200.214.
2. Are not debarred or suspended from contracting with the State of Mississippi or any of its agencies or political subdivisions.
3. Are not excluded from participation in any federal health care program and do not appear on the HHS Office of Inspector General List of Excluded Individuals/Entities (LEIE).

4. Have not, within the three years before this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining or performing a public contract; violation of antitrust statutes; or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
5. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with any offense listed in item 4.
6. Have not, within the three years before this proposal, had a public contract terminated for cause or default.

The vendor further certifies that it will not knowingly use a subcontractor, clinician, or employee who is debarred, suspended, or excluded to perform work under the contract. It will check SAM.gov and the LEIE before engagement and at least monthly during the contract term.

Initials: _____

3. E-Verify

The vendor certifies that it will comply with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1 et seq. Specifically, the vendor:

1. Is registered with, and participates in, the federal E-Verify program, or will register before contract execution.
2. Will use E-Verify to confirm the employment eligibility of every newly hired employee for the full contract term.
3. Will keep records of that compliance and give DMH a copy of each verification on request.
4. Will require the same of every subcontractor that performs work under the contract.

The vendor understands that a breach of this certification may result in termination of the contract, exclusion from public contracts in Mississippi for up to three years, loss of any Mississippi license, permit, or certification for up to one year, and liability for the State's added costs.

Initials: _____

4. Conflict of Interest

The vendor certifies that:

1. No employee or board member of DMH, and no member of the evaluation committee, has a financial or other personal interest in the vendor or in the award of this contract.
2. No current state employee, and no former DMH employee who left DMH within the past twelve months, helped prepare this proposal or will be paid from the contract, except as disclosed below.
3. It has not offered or given, and will not offer or give, any gratuity, gift, favor, or offer of employment to any DMH employee, board member, or evaluator in connection with this procurement.
4. It has not retained any person or firm to solicit or secure this contract for a commission, percentage, brokerage, or contingent fee, other than bona fide employees or established commercial agencies kept for the purpose of securing business.
5. It has complied with the communication restriction in Section 8.3 of the RFP.
6. It has no relationship, contract, or interest that would impair its ability to perform the contract objectively and in the State's interest, including with respect to referrals of participants to its own or affiliated paid services.

Disclosures (enter "None" if none; attach pages if needed):

Person or entity	Relationship or interest	Proposed mitigation

Initials: _____

5. Federal Lobbying

This certification is required by 31 U.S.C. § 1352 and 45 CFR Part 93 for federally funded awards exceeding \$100,000. The vendor certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, making, extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any of the persons listed in item 1 in connection with this federally funded contract, the vendor will complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The vendor will require that the language of this certification be included in all subcontracts exceeding \$100,000 and that all such subcontractors certify and disclose accordingly.

Submission of this certification is a prerequisite for entering into the contract. Any person who fails to file the required certification is subject to a civil penalty for each failure, as provided in 31 U.S.C. § 1352.

Initials: _____

Signature

The undersigned is authorized to bind the vendor and certifies, under penalty of law, that each statement initialed above is true and complete as of the date signed.

Authorized signature	
Name and title	
Date	

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

PERSONAL SERVICE CONTRACT

INDEPENDENT CONTRACTOR

This Personal Service Contract ("Contract") is made by and between the Mississippi Department of Mental Health ("DMH") and

Hereinafter referred to as "Contractor", under the following terms and conditions:

Scope of Services:

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

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 the section labeled "**AVAILABILITY OF FUNDS:**" and/or section labeled "**TERMINATION:**" within this Agreement.

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. 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 and (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.

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 Mississippi.

APPROVAL:

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

Attorneys' Fees and Expenses:

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to DMH all costs and expenses, without limitation, incurred by DMH in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall DMH be obligated to pay attorneys' fees or legal costs to Contractor.

Authority of Signatory:

Contractor acknowledges that the individual executing the contract on behalf of the DMH is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

Authority to Contract:

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

AVAILABILITY OF FUNDS:

It is expressly understood and agreed that the obligation of DMH to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, DMH shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the DMH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY:

Contractor understands that 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

COMPLIANCE WITH LAWS:

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Confidentiality:

DMH is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to DMH by Contractor, DMH shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. DMH shall not be liable to the Contractor for disclosure of information required by court order or required by law.

Contract Assignment and Subcontracting:

Contractor acknowledges that it was selected by DMH to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of DMH, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of DMH shall be null and void. Approval of a subcontract by DMH shall not be deemed to be approval of the incurrence of any additional obligation of DMH. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that DMH may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Contractor Personnel:

DMH shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If DMH reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to DMH in a timely manner and at no additional cost to DMH. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

Copyrights:

Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to DMH. Contractor hereby grants to DMH a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant

is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.

Disclosure of Confidential Information Required By Law:

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

E-PAYMENT:

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DMH agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by DMH within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

E-VERIFICATION:

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of DMH subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (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; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by DMH due to Contract cancellation or loss of license or permit to do business in the state.

Entire Agreement:

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by DMH and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against DMH or Contractor on the basis of draftsmanship or preparation hereof.

Failure to Deliver:

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, DMH, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that DMH may have.

Failure to Enforce Does Not Constitute Waiver:

Failure by 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 DMH to enforce any provision at any time in accordance with its terms.

Force Majeure:

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify DMH in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. DMH may exercise any rights it has under the contract which are available when neither party is in default.

Indemnification:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DMH its commissioners, board members, 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, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In DMH's sole discretion, upon approval of the Office of the Mississippi Attorney General and DMH, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and DMH. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and DMH shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and DMH, which shall not be unreasonably withheld.

Independent Contactor Status:

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for DMH. Nothing contained herein shall be deemed or construed by DMH, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DMH and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DMH or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of DMH and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DMH. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DMH, and DMH shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. DMH shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DMH shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DMH for its employees.

Information Designated By Agency As Confidential:

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of DMH may result in the immediate termination of this agreement.

Information Designated By Contractor As Confidential:

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25- 61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

NO LIMITATION OF LIABILITY:

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

Notices:

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, 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 Contractor:

For Agency:

Mississippi Department of Mental Health
Attn: MarQuaita Lampkin
239 North Lamar Street, Suite 1001
Jackson, MS 39201

Oral Statements:

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by DMH, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

Ownership of Documents and Work Papers:

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

PAYMODE:

Payments by DMH using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. DMH 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 DMH is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

PROCUREMENT REGULATIONS:

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

PROPERTY RIGHTS:

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that DMH may terminate this contract at any time for its own convenience.

REPRESENTATION REGARDING CONTINGENT FEES:

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to DMH prior to contract execution.

REPRESENTATION REGARDING GRATUITIES:

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DMH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of DMH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

REQUIRED PUBLIC RECORDS AND TRANSPARENCY:

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at DMH for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that DMH and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

Requirements Contract:

During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirements contract and that the DMH shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of DMH for the period of the contract. The amount is only an estimate and Contractor understands and agrees that DMH is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that DMH may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

Right to Audit:

Contractor shall maintain such financial records and other records as may be prescribed by DMH or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by DMH, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by DMH, the Mississippi State Auditor's Office, and/or other entity of the state.

Right to Inspect Facility:

DMH may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by DMH.

Severability:

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

State Property:

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

STOP WORK ORDER:

DMH may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by DMH. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to DMH. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless DMH has terminated that part of the agreement or terminated the agreement in its entirety. DMH is not liable for payment for services which were not rendered due to the stop work order.

TERMINATION:

Termination for Convenience. DMH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. DMH shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

TERMINATION FOR DEFAULT. If DMH gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, DMH may terminate

the contract for default and the Contractor will be liable for the additional cost to DMH to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

Third Party Action Notification:

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

Contractor

Date

Mississippi Department of Mental Health

Date

Listing of other Attachments fully incorporated herein:

Attachment Letter Ref.	Description
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