

**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 National Council for Mental Wellbeing (Contractor), whose address is 1400 K Street NW, Suite 400, Washington, DC 20005, 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 February 8, 2024 and shall end no later than December 31, 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 \$75,100.00 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:

Mojib Mir, Associate Contracts Administrator  
NATIONAL COUNCIL for Behavioral Health  
dba NATIONAL COUNCIL for Mental Wellbeing  
1400 K Street NW, Suite 400  
Washington, DC 20005  
202-495-4942  
Mojibm@thenationalcouncil.org

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.

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Contractor

Date

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Mississippi Department of Mental Health

Date

# ATTACHMENT A

Contract No. MSA\_00117665\_SOW\_001\_5770.A&Y001\_

## STATEMENT OF WORK (SOW#001)

THIS STATEMENT OF WORK (SOW), effective as set forth herein, amends the Agreement by and between NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA "NATIONAL COUNCIL FOR MENTAL WELLBEING" ("NATIONAL COUNCIL") and MISSISSIPPI DEPARTMENT OF MENTAL HEALTH ("CLIENT").

WHEREAS, The Parties agree that the terms and conditions of the Master Services Agreement dated February 8, 2024 ("Agreement") govern this SOW. The terms and conditions of the Agreement shall apply to this SOW as if fully set forth herein. In the event of a conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, this SOW shall prevail.

WHEREAS, the Parties desire to add an SOW under the Agreement as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings hereinafter set forth, and for other good and sufficient considerations, the receipt of which is hereby acknowledged, the Parties agree hereto as follows:

### Details

**Pricing:** The CLIENT agrees to pay the NATIONAL COUNCIL a fixed fee of \$73,500.00 inclusive of all travel, lodging and per diem for the two trainers, program management, technical assistance, and trainer fees for this in-person Engagement. And \$1,600.00 for the Public Safety Certification. The CLIENT agrees to manage the logistics of the Training, including, but not limited to, promoting the event, selecting, and communicating with participants prior to the Training, and ensuring any virtual/in-person technical and administrative support. In addition, the CLIENT agrees that the NATIONAL COUNCIL has approval of all communication about the Mental Health First Aid program. Communication in this capacity includes, but is not limited to past Trainings, area activities, and industry related campaigns.

**Billing:** CLIENT agrees to pay the NATIONAL COUNCIL for the Training a fixed fee of \$24,500.00 within thirty (30) days of each completed Training(s). Should CLIENT require additional manuals outside of those furnished under this Agreement for the instructor Training, NATIONAL COUNCIL will invoice CLIENT separately upon order and will be paid in full. CLIENT will pay NATIONAL COUNCIL for such Services within thirty (30) days of receiving an invoice. If an invoice amount is equal to or greater than \$100,000 in value, CLIENT will send payment to the NATIONAL COUNCIL via Automated Clearing House ("ACH") transfers as hereby provided under Exhibit D. ACH Payment Instructions. If an invoice amount is less than \$100,000 in value, CLIENT shall send payment(s) via check to NATIONAL COUNCIL at the following lockbox address:

Contract No. MSA\_00117665\_SOW\_001\_5770.A&Y001\_

NATIONAL COUNCIL FOR MENTAL WELLBEING

P.O. Box 745709

Atlanta, GA 30374-5709

Type of Training	Training Dates	Cost
Hosted In-Person Youth Instructor Training	September 25-27, 2024	\$24,500.00
Hosted In-Person Adult Instructor Training	August 20-22, 2024	\$24,500.00
Hosted In-Person Adult Instructor Training	October 9-11, 2024	\$24,500.00
Public Safety Certification		\$1,600.00
<b>All-Inclusive Total</b>		<b>\$75,100.00</b>

**Period of Performance.** The Term of this SOW will begin from **February 8, 2024**, and will continue through and including **December 31, 2024**.

**Cancellation and Re-Scheduling.** In the event that CLIENT terminates and or re-schedules a training, as set forth in each Scope of Work, CLIENT shall reimburse NATIONAL COUNCIL in the following manner:

- 25% of the total Course Fee 31-45 days prior to the scheduled date of training
- 50% of the total Course Fee 15-30 days prior to the scheduled date of training
- 100% of the total Fee 0-14 days prior to the scheduled date of training

**Please note:** NATIONAL COUNCIL reserves the right to cancel any Instructor led Training(s) that does not meet the minimum participation requirements of at least 5 participants.

All other original contract terms and conditions apply. If the above changes are agreeable, please sign and return to the NATIONAL COUNCIL, attention to **Mojib Mir**, Associate Contracts Administrator at **MojibM@TheNationalCouncil.org**.

Contract No. \_MSA\_00117665\_SOW\_001\_5770.A&Y001\_

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their authorized representatives.

NATIONAL COUNCIL FOR BEHAVIORAL HEALTH  
DBA NATIONAL COUNCIL FOR MENTAL WELLBEING

By: \_\_\_\_\_  
Charles Ingoglia  
President and CEO

\_\_\_\_\_  
Date

**MISSISSIPPI DEPARTMENT OF MENTAL HEALTH**

By: \_\_\_\_\_  
**Auth. Sig:** Katie Storr  
**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

February 16, 2024

Re: Request for exemption for Mental Health First Aid Train the Trainer for  
Adult and Youth Mental Health First Aid

Attn: Wendy Bailey  
Executive Director  
Mississippi Department of Mental Health

Dear Mrs. Bailey,

I am writing to request an exemption under the DMH procurement rules to purchase three Mental Health First Aid Instructor Training courses and program materials from the vendor, The National Council of Mental Wellbeing. In 2021, Department of Mental Health (DMH) was awarded the Mental Health Awareness Training Grant from SAMSHA. With this grant, DMH proposed to hold a Youth Mental Health First Aid Instructor Training during grant year 3 which is the current fiscal year. In 2023, the Mississippi Legislature voted into law HB 1222, which states that each municipal and county law enforcement agency is required to provide mental health first-aid training that is evidence-based and approved by The Department of Mental Health. Mental Health First Aid Public Safety Training was identified as one of the approved trainings. We plan to host two Adult Mental Health Instructor Trainings (16 participants for each training class) and purchase 32 Public Safety certificates for the Instructor Training Participants during fiscal year 2024 to provide these trainings across the state.

I appreciate your consideration of this request. If you have any questions, please don't hesitate to contact me.

Sincerely,

*Courtney Littleton*

Courtney Littleton  
Director, Division of Outreach and Training  
Mississippi Department of Mental Health

Approved  
2/16/24  
*[Signature]*



**Mental Health**  
**FIRST AID**

from NATIONAL COUNCIL FOR  
MENTAL WELLBEING

National Council for Mental Wellbeing  
1400 K Street NW, Suite 400  
Washington, DC 20005

January 12, 2024

To Whom it May Concern,

This letter confirms that the National Council for Mental Wellbeing is the sole entity providing national Mental Health First Aid Program Materials in the United States. Mental Health First Aid Program Materials include but are not limited to manuals, curriculum products, consultation and training, as well as ancillary products.

Blended delivery seats and in-person manuals are priced at \$23.95/seat and \$18.95/manual.

Materials can be ordered through [www.store.mentalhealthfirstaid.org](http://www.store.mentalhealthfirstaid.org).

This letter also confirms that the National Council for Mental Wellbeing is the sole entity providing Mental Health Instructor Trainings in the United States and U.S. territories with the exception of Maryland and Missouri.

Should you need additional information, please contact our Mental Health First Aid Concierge at 202-684-7457 x 118.

Sincerely,

Charles Ingoglia, MSW  
President and CEO



**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: The Mississippi Department of Mental Health

Proposed Sole Source Vendor: The National Council for Mental Wellbeing

Intended Contract Term: 1 year

Anticipated Contract Amount: \$75,100.00

The personal or professional service offered in the contract is:

Mental Health First Aid Public Safety is an evidence-based training that teaches the skills needed to reach out and provide initial support to someone who may be developing a mental health or substance use problem and help connect them to the appropriate care. It also, promotes open dialogue, reduces stigma, and encourages officers to seek support when needed. Offering MHFA for Public Safety can help create a healthier, more resilient, and productive department. To provide these trainings, We will host an Instructor Training to increase our trainers in the state.

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

In 2021, SAMSHA, awarded DMH a Mental Health Awareness Training Grant to be able to provide Mental Health First Aid Training to educators, parents/caregivers, and front line workers. Also, During the 2023 Legislative session, HB 1222 was voted into law which states that each municipal and county law enforcement agency is required to provide a Mental Health Training that is evidence-based and approved by the Department of Mental Health. The Mississippi Department of Mental Health approved Public Safety Mental Health First Aid . Mental Health First Aid is an evidence-based training that teaches individuals how to identify, understand and respond to mental health and substance use challenges. Mental Health First Aid's community-specific courses have specialized content for specific populations, including law enforcement, people who interact and work with youth.

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

The National Council introduced Mental Health First Aid USA in 2008 and, through a national network of 19,000 instructors , more than 2 million Americans have been trained. The National Council for Behavioral Health is the sole source entity providing national Mental Health First Aid Program materials (manuals, curriculum products, ancillary products) and Instructor Trainings across the United States and U.S. Territories, which trains and certifies individuals to be able to teach Mental Health First Aid. he National Council For Mental Wellbeing provided a letter signed by their president and CEO confirming that The National Council For Mental Wellbeing is the sole entity providing Mental Health First Aid Program and Materials (manuals, curriculum products, ancillary products) in the United States.

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):

Our research stated that the National Council for Mental Wellbeing operates Mental Health First Aid USA in partnership with the Missouri Department of Mental Health. This evidence-based, early-intervention course is administered by the National Council for Mental Wellbeing. The National Council for Mental Wellbeing has trademarked the training program, Mental Health First Aid. We requested quotes from two other organizations that provide evidenced-based mental health and suicide awareness trainings: Livingworks and QPR Institute with no success. Both organizations explained that they did not provide Mental Health First Aid and listed the trainings that they provide. DMH also received a letter from the CEO of the National Council for Mental Wellbeing confirming that they are the sole entity for Mental Health First Aid Trainings and program materials.

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


The amount expended for the service is reasonable. The Department of Mental Health compared the cost of Mental Health First Aid Training to other evidenced based trainings and found that the cost to train staff to provide the training and the cost of participant materials was reasonable. The cost to train staff to become an instructor is \$24,500 dollars for a class of 16. The participant materials cost includes \$18.95 for manuals for the in-person courses and \$23.95 for virtual training seats.

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:

The National Council for Mental Wellbeing has set pricing.

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: 6/13/24

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  
236 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, 7<sup>th</sup> 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.