

Sole Source Determination

Instructions for Completion and Publication of Sole Source Determination

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

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

The determination must provide the following required information:

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

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

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

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

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

Sole Source Determination

Miss. Code Ann. § 27-104-7(2)(o) and (4)

Section 3-206 of the PPRB Rules and Regulations

THE PROPOSED CONTRACT TERMS ARE ATTACHED TO THIS DETERMINATION.

Agency: Mississippi Department of Mental Health

Proposed Sole Source Vendor: LivingWorks Education USA, Inc.

Intended Contract Term: October 8, 2026 through September 30, 2027

Anticipated Contract Amount: \$99,400.00

The personal or professional service offered in the contract is:

Delivery of two proprietary suicide intervention training programs developed by LivingWorks Education USA, Inc.: (1) Applied Suicide Intervention Skills Training, a two-day, in-person, interactive workshop certifying participants to intervene directly with a person having thoughts of suicide using LivingWorks' Pathway for Assisting Life model, serving a broad helper audience -- peers, colleagues, family, and community members -- not only licensed clinicians; and (2) safeTALK, a half-day suicide alertness training preparing participants to identify persons with thoughts of suicide and connect them to suicide first aid resources, including ASIST-trained helpers. The contract includes ASIST workshops, safeTALK trainings, and the required licensed participant kits (workbook, completion certificate, prompter card, and feedback materials) for every attendee, along with a five-day Training for Trainers (T4T) course conducted by LivingWorks Certified Training Coaches to certify DMH and community provider staff as registered ASIST trainers.

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

DMH is responsible for suicide prevention programming statewide. The required service is not generic suicide prevention training; it is delivery of the ASIST and safeTALK programs specifically -- defined, evidence-based curricula with their own intervention model, participant materials, trainer certification structure, and fidelity requirements. The two programs are designed to work together as a tiered gatekeeper system, and Mississippi's existing gatekeeper network was trained under these programs. Consistency of intervention model across that workforce is itself a requirement of the service. Substituting a different training would not produce the same service; it would produce a different service under a different program, abandoning the model on which Mississippi's trained gatekeeper workforce is built.

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

LivingWorks developed ASIST and safeTALK, their curricula, and all trainer and participant materials, and holds the intellectual property in each. Only LivingWorks can license the curricula, conduct the Training for Trainers courses that certify individuals to deliver the programs, register trainers in the LivingWorks trainer database, and supply the participant kits required for every workshop attendee. Training materials are sold only to approved, registered trainers within that database. LivingWorks is and remains the sole source in North America for the trainer and participant materials used in its programs; it licenses no third party, distributor, or reseller to provide them independently. Every deliverable in the Statement of Work depends on materials and certification authority that only LivingWorks controls -- the licensed curricula, the certified trainers, and the per-participant kits without which a workshop cannot be conducted. A different vendor cannot license, replicate, or deliver them. Other organizations provide suicide prevention training, but none provides ASIST or safeTALK.

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):

DMH reviewed the suicide prevention training market and confirmed that other available trainings are distinct programs rather than substitutes: QPR Gatekeeper Training and Mental Health First Aid use different models and scopes; the Suicide Prevention Resource Center offers online, non-interactive courses; and vendors such as PESI, Inc. and Wild Iris Medical Education offer clinician-focused assessment and intervention training rather than the broad community helper audience DMH requires. DMH also reviewed public procurements of ASIST and safeTALK by other governmental entities, including federal Department of Defense contracting activities, each of which awarded the requirement sole source to LivingWorks as developer and sole provider of the programs, and obtained written confirmation from LivingWorks that it holds exclusive rights to the programs and authorizes no third-party providers of the curricula, trainer certification, or participant materials. The research returned no other vendor that can deliver ASIST or safeTALK.

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

The contract price reflects LivingWorks' standard published rates for ASIST and safeTALK workshops, Training for Trainers courses, and participant kits -- the same rates charged to other governmental purchasers, including federal contracting activities that procured these programs sole source.

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:

DMH conducted negotiations with LivingWorks regarding the proposed scope of work, deliverables, pricing, and contract terms. The agency reviewed the proposed costs and negotiated with the vendor to identify opportunities for cost containment while ensuring that all required services and deliverables would be provided. The agency evaluated the proposed costs in relation to the specific services, deliverables, expertise, and resources to be provided by LivingWorks and negotiated the final scope and pricing accordingly. LivingWorks subsequently submitted final pricing reflecting the negotiated scope and requirements. Based upon the negotiation process, the specialized nature of the services, and the final scope and pricing, the agency determined that the negotiated amount represented the best price reasonably obtainable and was fair and reasonable for the services to be provided.

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 D. Bailey Title: Executive Director

Signature:  Date: 8/20/14

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:

Kelly Breland, Chief Financial Officer
Mississippi Department of Mental Health
239 North Lamar Street, 1101 Robert E. Lee Building
Jackson, Mississippi 39201
Kelly.Breland@dmh.ms.gov
(601) 359-6255

For the PPRB:

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

Hand Delivery:

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

U.S. Mail:

Post Office Box 267
Jackson, Mississippi 39205

Electronic Mail:

Brittney.Thompson@dfa.ms.gov
cc: OPSCR@dfa.ms.gov

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

**DEPARTMENT OF MENTAL HEALTH
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

LivingWorks Education USA Inc. (Contractor)
P. O. Box 9607
Fayetteville, NC28311,

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. Federal terms applicable to this contract are required and included as Attachment B.

2. Contract Term

The period of performance of services under this Contract shall begin on October 8, 2026 and shall end no later than September 30, 2027, unless this Agreement is terminated pursuant to the provisions described in section "7." and section "8 of this Agreement.

3. Consideration

As consideration for the performance of this Contract, the Contractor shall be paid an amount not to exceed \$99,400.00 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. APPROVAL

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

5. 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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>.

11. **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.

12. **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*.

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. **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.

15. **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.*

16. **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.

17. **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.

18. **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 five (5) 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 five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved.

19. 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.

20. 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.

21. 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.

22. 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>.

23. 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.

24. 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.

25. Third Party Action Notification

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

26. 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:
EmPATH Consulting (Contractor)
2100 Powell St.
Emeryville, California 94608,

For DMH:
Kelly Breland, Contract Coordinator
Mississippi Department of Mental Health
239 North Lamar Street, Suite 1104
Jackson, Mississippi 39201

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Contract Management

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

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

Contractor

Date

Mississippi Department of Mental Health

Date



LIVINGWORKS

Attachment A

SUICIDE PREVENTION SKILLS TRAINING

Proposal and Quote

August 20, 2026

This proposal is valid for 30 days.

Prepared for:

Mississippi Department of Mental Health

By:

Grant Merrell

Suicide Prevention Manager, North Eastern USA

grant.merrell@livingworks.net

+1 7654387215

LivingWorks Education USA Inc.

P.O. Box 9607, Fayetteville, North Carolina United States 28311

www.livingworks.net



You Want to Create a Safer, More Supportive Community – We Can Help.

Every day, lives are impacted by suicide, and the need for **effective** suicide prevention training has never been greater. You want to equip your team, organization and community with the right tools to recognize when someone is struggling and take action to create a suicide-safer community.

At **LivingWorks**, we understand how critical this responsibility is. That's why we provide trusted and evidence-based suicide prevention training – empowering **you** to make a real difference in your community.



Trusted. Backed by Science.

You need training that works. With **40+ independent peer-reviewed scientific studies**, LivingWorks programs have been rigorously tested and shown to improve intervention skills, confidence and preparedness.

No other suicide prevention training has this level of evidence supporting its effectiveness.

See the research: [LivingWorks Evidence & Impacts](#)



Designed for Real-World Impact.

Training isn't just about knowledge – it's about outcomes. LivingWorks programs have consistently demonstrated measurable impacts in:

1. Identifying the signs that a person is thinking about suicide
2. Building confidence to step in and help
3. Strengthening community-wide support networks

You don't just learn – you're prepared to act.

See the research: [LivingWorks Evaluations + Effectiveness](#)



Training That Meets Your Community's Unique Needs.

Your community is diverse, and your training should be too. LivingWorks collaborates with **experts, communities and people with lived experience** to create programs that are interactive and engaging for everyone.

Wherever you are, our training is built for you.

See the research: [LivingWorks Programs](#)



Recognized + Accredited

You need a partner you can trust. LivingWorks training is formally recognized as a **best practice** by leading industry and professional bodies worldwide, including:

1. Suicide Prevention Australia
2. U.S. National Suicide Prevention Resource Center

When you choose LivingWorks, you're choosing the gold standard in suicide intervention and prevention training.

Learn more about our accreditation: [LivingWorks Accreditation](#)



Quote

Mississippi Department of Mental Health

Date: August 20, 2026

Valid for 30 days

Reference: OPP-0000003020

Quote Notes:

This quote is not a contract or invoice. It's our recommendation for programs/services and their prices based on our discussions about your needs. You will only be billed after you sign a LivingWorks Agreement that details our terms. If you decide to change the program or service, quantity, delivery details, or the Agreement, the prices may change as well.

Please note that all quoted prices do not include sales taxes. You/ your organization are responsible for providing a suitable venue, catering/refreshments and AV equipment for in-person workshops.

Product/Service	Description	Qty	Each	Total
LivingWorks ASIST v.12 T4T (15 candidates)	Five-day, in-person Training for Trainers (T4T) workshop for 15 LivingWorks ASIST v.12 Trainer Candidates, fully integrated with LivingWorks Connect.	1	56,700.00	56,700.00
LivingWorks safeTALK v.3 T4T (20 candidates)	Two-day, in-person Training for Trainers (T4T) for 20 LivingWorks safeTALK v.3 Trainer Candidates, fully integrated with LivingWorks Connect.	1	23,000.00	23,000.00
LivingWorks safeTALK v.3 Workshop	Half-day, in-person LivingWorks safeTALK v.3 workshop for up to 30 Learners, fully integrated with LivingWorks Connect.	1	2,900.00	2,900.00
LivingWorks ASIST v.12 Hosted Trainer	An approved and experienced Trainer will be supplied by LivingWorks to support your Trainer's delivery of a LivingWorks ASIST v.12 workshop and to provide Trainer support in compliance with training delivery standards.	1	2,000.00	2,000.00
LivingWorks ASIST v.12 Learner Pass	A LivingWorks ASIST v.12 Learner's gateway to skills, connection and community, including access to LivingWorks Connect. (Excludes shipping and handling for materials).	122	85.00	10,370.00
LivingWorks safeTALK v.3 Learner Pass	A LivingWorks safeTALK v.3 Learner's gateway to skills, connection and community, including access to LivingWorks Connect. (excludes shipping and handling for materials)	123	35.00	4,305.00

(Toll free in North America)

info@livingworks.net

1.888.733.5484 or 403.209.0242

www.livingworks.net



Shipping and Handling

Shipping and handling for kits.

1

125.00

125.00

Subtotal (excluding Taxes):

\$99,400.00 USD

Next Steps:

Thank you for the opportunity to provide a quote for LivingWorks training. If you have any questions or need clarification on any of the information provided in this quote, please do not hesitate to reach out. If you are happy to move forward with this proposal, please contact me:

Grant Merrell

grant.merrell@livingworks.net +1 7654387215

Program Details

Product/Service	Description
LivingWorks ASIST v.12 T4T (15 candidates)	LivingWorks ASIST (Applied Suicide Intervention Skills Training) v.12 Training for Trainers (T4T) is a five-day (40-hour) course that prepares Candidates to become LivingWorks ASIST v.12 Trainers. Trainer Candidates learn to present the two-day LivingWorks ASIST v.12 workshop in their own organizations and communities. Attending a T4T is a requirement for anyone wanting to facilitate the LivingWorks ASIST program. Trainer Candidate information: • Eligible for Candidates aged 18 or older. • Trainer Candidates must have completed a LivingWorks ASIST workshop in the past 36 months. • Following the T4T, successful Trainer Candidates are considered Provisional Trainers and must complete three workshops within one year and a minimum of one workshop every year thereafter to maintain their status as a Registered Trainer. • Trainer Candidates will receive access to LivingWorks Connect, a mobile app that supports the transition from training to real-world application. This tool connects Trainers and Helpers, offers local and relevant resources for support, and provides step-by-step guidance for suicide prevention efforts, helping to build stronger, more connected communities. Details: • In-person training delivered by three certified LivingWorks ASIST Coaches. • A minimum of 12 weeks' lead time is required to allow for contracting, Coach scheduling and logistics coordination. • T4Ts hosted with a group of 15 candidates require three rooms to conduct training. The organizer is responsible for providing at their own cost the training space, audiovisual equipment, snacks and lunches for the Candidates and

Coaches on all training days. Please refer to the T4T Planning Guide for complete information about workshop logistics.

**LivingWorks safeTALK v.3
T4T (20 candidates)**

LivingWorks safeTALK v.3 Training for Trainers (T4T) is a two-day (16-hour) course that prepares candidates to become LivingWorks safeTALK v.3 trainers. Trainer Candidates learn to present the half-day LivingWorks safeTALK v.3 workshop in their own organizations and communities. Attending a T4T is a requirement for anyone wanting to facilitate the LivingWorks safeTALK program.

Trainer Candidate information:

- Eligible for Candidates aged 18 or older.
- Trainer Candidates must have completed both a LivingWorks safeTALK and LivingWorks ASIST workshop in the past 36 months.
- Following the T4T, successful Trainer Candidates are considered Provisional Trainers and must complete three workshops within one year and a minimum of two workshops every year thereafter to maintain their status as a Registered Trainer.
- All Registered LivingWorks safeTALK Trainers are expected to attend a LivingWorks ASIST workshop every three years to support their knowledge and ongoing development.
- Trainer Candidates will receive access to LivingWorks Connect, a mobile app that supports the transition from training to real-world application. This tool connects Trainers and Helpers, offers local and relevant resources for support, and provides step-by-step guidance for suicide prevention efforts, helping to build stronger, more connected communities.

Details:

- Delivered by two certified LivingWorks safeTALK Coaches.
- A minimum of 12 weeks' lead time is required to allow for contracting, Coach scheduling and logistics coordination. T4Ts hosted with a group of 20 candidates require one large room and one smaller room. The organizer is responsible for providing at their own cost the training space, audiovisual equipment, snacks and lunches for the Candidates and

Coaches on all training days. Please refer to the T4T Planning Guide for complete information about workshop logistics.

LivingWorks safeTALK v.3 Workshop

LivingWorks safeTALK v.3 is a three to four-hour, in-person, interactive training designed to equip Learners with practical, skills-based training to become Suicide Safety Connectors. Through a structured four-step model, Learners become more alert to persons thinking of suicide and better able to connect them to further support.

During training and upon completion, Learners (now referred to as Helpers) receive access to LivingWorks Connect - a mobile app that supports the transition from training to real-world application. This tool connects Trainers and Helpers, offers local and relevant resources for support and provides step-by-step guidance for suicide prevention efforts, helping to build stronger, more connected communities.

Learner Information:

- Recommended for Learners aged 16 and older.
- LivingWorks safeTALK Learners are certified by LivingWorks for three years from the date of training completion.
- Each LivingWorks safeTALK Helper receives one LivingWorks Start v.2.1 Learner Pass to use or share with someone they choose.

Details:

- In-person training delivered by one certified LivingWorks safeTALK Trainer.
- The workshop size is a minimum of ten and maximum of 30 Learners.
- A minimum of 10-12 weeks' lead time is required to allow for contracting, Trainer scheduling and logistics coordination.
- The customer is responsible for providing a suitable training venue with one large training room. Please refer to the Workshop Planning Guide for complete information about workshop logistics. While only one Trainer is needed, a Community Support Resource (CSR) must also be present during the LivingWorks safeTALK workshop to provide support should the need arise. This person is ideally LivingWorks ASIST-trained and will be prepared and available

to any workshop participants who may be triggered by thoughts of suicide, or grief and loss. If you are unable to provide a qualified CSR, promptly notify us and we can provide one for an additional fee.

**LivingWorks ASIST v.12
Hosted Trainer**

An approved and experienced Trainer will be supplied by LivingWorks to deliver a LivingWorks ASIST (Applied Suicide Intervention Skills Training) v.12 workshop and provide Trainer support in compliance with training delivery standards. The Trainer will attend the LivingWorks ASIST v.12 workshop hosted by you on the specified date at your specified venue.

**LivingWorks ASIST v.12
Learner Pass**

LivingWorks ASIST (Applied Suicide Intervention Skills Training) v.12 is a two-day (16-hour), in-person, interactive workshop designed to equip Learners with practical, skills-based training to become Suicide First-Aid Helpers. The evidence-based workshop is built around a unique, six-task model that supports effective suicide intervention.

Learner Information:

- Recommended for Learners aged 16 and older.
- LivingWorks ASIST Helpers are certified by LivingWorks for three years from the date of training completion.

Details:

The LivingWorks ASIST v.12 Learner Pass is a gateway to skills, connection and community. Each Learner Pass includes:

- License to provide one Learner with the enhanced LivingWorks ASIST v.12 training program.
- One set of LivingWorks ASIST Learner Workshop Materials (price excludes shipping and handling).
- Individual access to LivingWorks Connect mobile app: o This tool connects Helpers, offers local and relevant resources for support, and provides step-by-step guidance for suicide prevention efforts, helping to build stronger, more connected communities. LivingWorks Connect supports the transition from training to real-world application.
- Helpers receive access to their LivingWorks ASIST training history and certificates of completion.
- One LivingWorks Start v.2.1 Learner Pass for the LivingWorks ASIST Helper to use or share with someone they choose.

**LivingWorks safeTALK v.3
Learner Pass**

LivingWorks safeTALK v.3 is a three to four-hour, in-person, interactive training designed to equip Learners with practical, skills-based training to become Suicide Safety Connectors. Through a structured four-step model, Learners become more alert to persons thinking of suicide and better able to connect them to further support.

Learner Information:

- Recommended for Learners aged 15 and older.
- LivingWorks safeTALK Learners are certified by LivingWorks for three years from the date of training completion.

Details:

- The LivingWorks safeTALK v.3 Learner Pass is a gateway to skills, connection and community. Each Learner Pass includes:
 - License to provide one Learner with the enhanced LivingWorks safeTALK v.3 training program.
 - One set of LivingWorks safeTALK Learner Workshop Materials (does not include shipping and handling).
 - Individual access to LivingWorks Connect mobile app:
 - This tool connects Trainers and Helpers, offers local and relevant resources for support, and provides step-by-step guidance for suicide prevention efforts, helping to build stronger, more connected communities. LivingWorks Connect supports the transition from training to real-world application.
 - Helpers receive access to their LivingWorks safeTALK training history and certificates of completion.
- One LivingWorks Start v.2.1 Learner Pass for the LivingWorks safeTALK Helper to use or share with someone they choose.

Shipping and Handling

- Materials must be shipped in bulk to a single location.



You're Committed to Suicide Prevention – We Provide the Tools to Help.

Every life matters, and you believe in a world where people considering suicide are recognized, supported and given hope. But creating this reality takes **more than awareness – it takes action.**

At **LivingWorks**, we equip individuals, organizations and entire communities with the training and skills needed to identify, intervene and support those thinking of suicide.

For **over 40 years**, we've been the global leader in evidence-based suicide intervention training – helping people like you to make a real difference.

Our Mission: Empowering You to Support Those in Need

We believe **everyone** has a role to play in suicide prevention. That's why our mission is to:

1. **Equip individuals and organizations** with the confidence and skills to recognize when someone may be struggling.
2. **Strengthen communities** by creating networks of support and connection.
3. **Offer hope** by ensuring people receive the help and understanding they deserve.

With **industry-leading, accredited programs**, we provide **practical, powerful and evidence-based training** to help you create a suicide-safer world.

A Shared Vision: A World with More Help and More Hope

Imagine a world where **no one struggles alone** – where people with thoughts of suicide know they are supported, can access help and can find hope.

That's the world we're building, **together.**

1. **You** have the power to make a difference.
2. **We** provide the tools and training to help you do it.
3. **Together**, we can create a network of safety and support our communities.

Let's make it happen.

Learn more about how we can help you with our Program and Training opportunities.

Our Programs

	Format	Class Size	Duration	Audience	Learning Outcomes
 LIVINGWORKS Start		Self-paced, online 1 person per license Valid 12 months	60 - 90 mins	Anyone aged 13⁺ with permission and support	Learn to help keep someone safer from suicide and practice engaging an individual with direct and open talk about suicide.
 LIVINGWORKS safeTALK		Minimum 10 Maximum 30 participants	3 - 4 hours	Anyone aged 15⁺	Learn to recognize when someone is thinking about suicide and connect them to an intervention provider.
 LIVINGWORKS ASIST		Minimum 8 Maximum 30 participants	2 days	Anyone aged 16⁺	Learn to recognize when someone is thinking about suicide and provide a suicide first aid intervention with safety planning.
 LIVINGWORKS Faith		Self-paced, online 1 person per license Valid 12 months	5 - 6 hours	Ministry Leaders	Learn to effectively prevent, intervene, and understand the dynamics of suicide grief within faith communities.
 LIVINGWORKS safeTALK T4T		10 or 20 trainer candidates	2 days	Anyone aged 18⁺	Learn how to present the half-day LivingWorks safeTALK safety connector training in your own organization or community.
 LIVINGWORKS ASIST T4T		10 or 15 or 24 trainer candidates	5 days	Anyone aged 18⁺	Learn how to effectively present the two-day LivingWorks ASIST workshop and bring life-saving intervention skills to your own organization or community.

Building Networks of Safety: Strength in Connection

Suicide prevention isn't just about individual action – it's about creating a **Network of Safety** where people look out for one another. Whether you're just beginning or a seasoned professional, our training empowers you with the skills to recognize when someone may be struggling and offer support.

We offer a range of training programs designed for different needs and experience levels. No matter your background or role in the community, there is a suicide prevention **program that fits** – ensuring that anyone who wants to help can gain the skills and confidence to do so.

When individuals, workplaces and communities take part in our programs, they create a **stronger, more connected safety net** – ensuring that support is available when and where it is needed most. Together, these trained individuals form a **Network of Safety** that fosters understanding, connection and hope.



LivingWorks Connect

LivingWorks Connect is a seamless extension of LivingWorks training programs that enables and supports engagement prior, during, and after training.

LivingWorks Connect is a digital platform and mobile app that empowers learners and trainers to create and engage with Networks of Safety within their communities to make them safer from suicide. The platform is optional but offers significant benefits for organizations and users.



For Learners and Helpers:

 Builds Learner Engagement Ensures the training experience is culturally relevant, personally meaningful, and empowers users to find their role in suicide prevention.	 Enriches Training Includes interactive and digital support for key concepts and exercises in workshops.	 Improves Knowledge Retention Includes tools to review the training materials and models, so knowledge is always available.	 Supports Helpers After Training Provides training, communities, connections, and resources for Helpers to use their skills with confidence.
--	--	--	--

For Organizations:

 Be a Leader in Suicide Prevention Be part of a global community working together to prevent suicide and create hope.	 Track Impact and Insights Access real-time, anonymized and aggregated data on network and community activity, resource contributions and intervention usage.	 Smooth Administration Streamlined processes for administering users, tracking training and managing credentials.	 Build Meaningful Connections Build meaningful connections with individuals in communities you serve.
---	---	--	---

Ask your Suicide Prevention Manager for more information about how LivingWorks Connect can enhance your training.

Terms & Conditions

Sales Taxes/Import duties.

Pricing excludes any applicable taxes and duties.

Fixed Price.

With the exception of any variable costs agreed to, this is a firm fixed price Agreement.

Term.

Each service and product will be subject to a term which will be identified in the final agreement. Cancellation or postponement may be subject to additional fees.

Proprietary Rights.

LivingWorks reserves all rights to any and all intellectual property related to any services or products provided or created in accordance to the agreement.

No Warranty.

The programs are provided to you on an "as is" basis without any implied warranties of merchantability or fitness for a particular purpose. We have developed our programs to the best of our abilities and in accordance with the state of art. However, we do not give any guarantee or warranty with respect to the programs or their functioning and the contents thereof and/or the results warranty obtained or to be obtained with the programs, or the correctness or quality thereof.

Disclosure and Collection of Information.

Personal information that is collected must be in accordance with applicable legal requirements for the collection, utilization, storage and deletion of such information.

Parental Consent.

May be required for under-aged participants.

Data Processing.

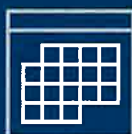
We may appoint service providers or other such third-party persons to process personal information on our behalf. Any personal information transferred outside of its jurisdiction of origin will comply with applicable data protection laws and regulations.

Ready to make your community safer from suicide?

Let your Suicide Prevention Manager know this information:



Contact details for the person who will schedule workshops.



Proposed training dates.

Scheduling workshops and T4Ts requires a minimum of 12 weeks lead time.



Training venue and shipping addresses.



Information about learners' demographic/occupation to help us select the trainer(s) best matched to the audience's needs.

Any questions? Please reach out to

Grant Merrell

Suicide Prevention Manager, North Eastern USA

grant.merrell@livingworks.net

+1 7654387215

www.livingworks.net

[Attachment B]

The Parties understand and agree that the use of the federal funds, as described in the Agreement, is subject to the applicable federal terms and conditions contained in **2 CFR 200 Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**, including, but not limited to:

1. CLEAN AIR ACT

The Contracted Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contracted Party agrees to report each violation to the United States Department of Health and Human Services and understands and agrees that DMH will, in turn, report each violation as required to assure notification to the United States Department of Health and Human Services, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by United States Department of Health and Human Services.

2. FEDERAL WATER POLLUTION CONTROL ACT

The Contracted Party agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contracted Party agrees to report each violation to the DMH and understands and agrees that the DMH will, in turn, report each violation as required to assure notification to United States Department of Health and Human Services, and the appropriate Environmental Protection Agency Regional Office.

The Contracted Party agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the United States Department of Health and Human Services.

3. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must sign and submit to the non-federal entity the following certification.

[Attachment B]

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name

Title of Authorized Official

Date

4. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a)** Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25 and 2 CFR 200.216, Prohibitions on Expending the United States Department of Health and Human Services Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- (b)** Prohibitions.

 - 1)** Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2)** Unless an exception in paragraph C of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the United States Department of Health and Human Services to:

 - i.** Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii.** Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii.** Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv.** Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

[Attachment B]

(c) Exceptions.

- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a) Are not used as a substantial or essential component of any system; and
 - b) Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or SUB-RECIPIENT, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

[Attachment B]

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) Subcontracts. The Contracted Party shall insert the substance of this clause, including paragraph (e), in all subcontracts and other contractual agreements.

5. DOMESTIC PREFERENCE FOR PROCUREMENTS

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

6. RECOVERED MATERIALS

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

7. DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are

[Attachment B]

excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by DMH. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to DMH, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



(To be completed by Vendor)

--	--

RFx number : 3150006974
Smart number : 3371-27-R-RFIN-00001
Buyer : MARQUAITA LAMPKIN
Buyer Phone :
Email :
MARQUAITA.LAMPKIN@DMH.MS.GOV

In accordance with § 9.2.1.2, objections to this sole source determination may be made by e-mail to co.administration@Dmh.ms.gov and the Director of OPSCR Teselyn.Funches@dfa.ms.gov no later than 5:00 p.m., September 14, 2026. DMH will acknowledge receipt of the e-mail objection to confirm or deny timely receipt of the objection by the deadline stated herein.

Page 1 / 2

RFx number : 3150006974			Submission Date : 09/14/2026 Time : 17:05:00 CST			
Smart number : 3371-27-R-RFIN-00001			Opening Date : 09/14/2026 Time : 17:05:00 CST			
Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 91838 Sole Source Notification LivingWorks		0.000	