



STATE OF MISSISSIPPI
Phil Bryant, Governor
DEPARTMENT OF HUMAN SERVICES
Richard A. Berry
Executive Director



Division of Youth Services (DYS)
Request for Proposals (RFP) (AOP#005)

Mental Health Intensive Adolescent Opportunity Program (AOP)
Pike County

Application Issue Date: Monday, September 15, 2014
Application Submission Deadline: Wednesday, October 15, 2014, 5:00 P.M., CST

Mississippi Department of Human Services
660 North Street, Suite# 200
Jackson, Mississippi 39202

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**Mental Health Intensive Adolescent Opportunity Program (AOP),
Request for Proposal, (RFP), (AOP#005)**

SECTION I. INTRODUCTION

MDHS is seeking proposals from qualified parties interested in providing services under its Mental Health Intensive Adolescent Opportunity Program (AOP) Federal Initiatives. The purpose of this Request for Proposal (RFP) is to solicit proposals from interested parties/organizations which can most effectively and cost efficiently replicates the Mental Health Intensive AOP initiative.

The Mental Health Intensive AOP day treatment services are directed toward assisting youth and their families to master the skills necessary to live successfully and work in the community by offering a wide range of therapeutic activities. The Mental Health Intensive AOP day treatment service is a community based model of care that provides an array of integrated therapeutic treatment and rehabilitative support services for youth, who have psychiatric disorders, and their families. The services are delivered through a structured, intensive, and therapeutic setting. Providers must already be approved for delivery of these services or go through the appropriate entities to obtain certification, if they plan to provide these services to this population.

Division of Youth Services Mission: The Mission of DYS is to provide leadership for change for youth, family units and communities in Mississippi. It operates by creating legitimate, alternative pathways to adulthood through equal access to services that are least intrusive, culturally sensitive and consistent with the highest professional standards.

Division of Youth Services Goals: The overarching goal of DYS, Mental Health Intensive AOP services is to reduce the use of institutional-based care such as the training school, residential treatment centers and inpatient psychiatric hospitals for juvenile offenders while providing more services needed in the community and in the youth's home. The specific goals include but are not limited to the following:

- Treatment shall focus on reintegrative theories and practices that promote and incorporate community capacity building. The issues targeted will be centered upon the youth's mental health and/or substance abuse needs and legal status while providing high-quality care using outcome based and proven treatment and practices.
- The provider shall test the effectiveness of community-based programs on reducing initial commitments and recommendations to the state training school and caseload reduction;
- The provider shall create and maintain good working relationships with key community stakeholders, including the mental health, health, educational, law enforcement, and the courts.
- The provider shall guide the youth to improve school attendance and facilitate goal development that will lead to gainful employment.

- The provider shall provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives;
- The provider shall establish multi-agency, cooperative partnerships with local communities;
- The provider shall ensure a balanced approach of accountability, competency development, and community safety in providing quality services that address the needs of clients, individual victims, and the community;
- Supervision and rehabilitative services shall focus on the period of transitioning of the youth from the training school to reentering into the community and services shall also focus on those who are at a high risk of becoming further involved in the Juvenile Justice System.
- The provider shall assist adjudicated delinquent youth and their family with successfully remaining in the community by offering the following, but not limited to, individual case management, counseling, tutoring, life skills development, vocational support, and family counseling.

DYS Objectives: The purpose of the services shall outline and structure a long range proposal that shall establish rehabilitation services for adjudicated delinquent juvenile offenders in Mississippi, who are committing an increasing percentage of serious and violent crimes.

- Provide within a county or region, community based intervention services to youth and families in response to the ever-growing crime rate among adolescents.
- Special attention shall be given to adjudicated delinquent youth, both male and female between the ages of twelve (12) to seventeen (17) years of age, who are at a high risk of becoming further involved in the Juvenile Justice System.
- Provide alternatives to the ever growing Youth Court System caseload, as well as to supplement the supervision and attention already given by community and state agencies.
- Provide transitional and community based supervision services to youth released from the training school to ensure a successful reintegration into their community.
- Provide services in a balanced, coordinated, and comprehensive manner whether directly by the Provider or sub-contracted to a qualified community partner.
- Provide services that safely divert youth from any further contact with the Juvenile Justice System and reintegrate them as responsible and productive citizens into the community through the development and use of community resources.

A. Provider Requirements:

The provider shall meet the following minimum qualifications listed below:

1. The provider shall submit three letters of references from current or past vendors where services of similar size and scope were rendered within the past ten (10) years as well as contact information for each project.
2. The provider shall have experience within the past five (5) years with providing services to at risk youth.

Therefore, throughout the proposal process, MDHS/DYS intends to award funds specifically for the purpose of developing the Mental Health Intensive AOP Initiative. These services are proposed for **Pike County**. MDHS/DYS will conduct training sessions for all established Mental Health Intensive AOP services.

The total obligation of MDHS and the State of Mississippi for all services and performances required by this Request for Proposals (RFP) shall not exceed the balance of the funding that MDHS has on hand for the Mental Health Intensive AOP services. The total funding obligation for Pike County shall not exceed **One Hundred Eighty Five Thousand, Four Hundred Fifty Four Dollars and Zero Cents (\$185,454.00)**.

SECTION II. RFP PROCESS

This RFP provides background information and describes the subgrant services desired by MDHS. It delineates the requirements for this procurement and specifies the contractual conditions required by MDHS. Parties responding to this RFP will be referred to as "Proposers." The successful Proposer to whom a subgrant will be awarded will be referred to as "Subgrantee."

- A. Mandatory Letter of Intent:** Proposers shall notify MDHS of their intention to submit a proposal under this announcement. Please submit the letter of intent by the deadline date **Monday, September 29, 2013 by 5:00 p.m.** Central Standard Time. This letter of intent can be hand-delivered to 660 North Street, Suite 200, Jackson, Mississippi 39202, mailed to Post Office Box 352, Jackson, Mississippi 39205-0352 or emailed to: james.maccarone@mdhs.ms.gov

The letter of intent shall include the title of this request for proposal (RFP), the proposer's organizational name and address, one to two sentences stating that the proposer organization intends to submit a proposer for this grant, location of the service area, and the contact person's name, phone number, fax number and address and email address.

- B. Receipt of Proposer's Questions:** Proposer's questions regarding this RFP or questions related to the information that must be provided in response to it must be submitted in writing by **Friday, October 3, 2014**. All questions must be addressed to: **Mr. James Maccarone, Director, Division of Youth Services, Mississippi Department of Human Services, 660 North Street, Suite 200 Jackson, MS 39202, or emailed to: james.maccarone@mdhs.ms.gov**.

- C. **Response to Proposer's Questions:** Every attempt will be made to provide timely written answers to questions by **Tuesday, October 7, 2014**. Proposers shall contact only Mr. James Maccarone with inquiries. Questions regarding this RFP can be faxed to (601)359-4970. MDHS shall not be held liable or responsible for oral responses or for responses to Proposers by persons other than the person specifically designated in this section.

From the release of this RFP until a subgrant is executed, Proposers shall not communicate with any MDHS staff concerning the RFP except by following the directions described in this Section. If the Proposer attempts any unauthorized communication, MDHS reserves the right to reject the Proposer's proposal.

- D. **Procurement Schedule:** The schedule for this procurement is as follows:

1. MDHS/DYS issues RFP: **Monday, September 15, 2014**
(Available on MDHS' website: www.mdhs.state.ms.us)
2. Mandatory Letter of Intent: **Monday, September 29, 2014**
3. MDHS/DYS receives all requests for clarification from potential proposers: **Friday, October 3, 2014.**
4. MDHS/DYS responds in writing to clarification requests: **Tuesday, October 7, 2014,**
(questions available on MDHS' website: www.mdhs.state.ms.us)
5. Deadline for submission of proposals: **Wednesday, October 15, 2014 5:00 p.m.,**
Central Standard Time.
6. Begin to Evaluate Proposals: **Friday, October 17, 2014.**
7. MDHS/DYS Evaluation process completed: **Tuesday, October 21, 2014.**
8. Notification of Proposal selection: **Friday, October 31, 2014.**
9. Execution of Subgrant: Approximately, **Thursday, January 1, 2014.**

NOTE: MDHS reserves the right to adjust this schedule as it deems necessary. Proposals must be received by MDHS no later than 5:00 p.m., Central Standard Time, **Wednesday, October 15, 2014**. Proposals must be mailed or hand delivered to: **Mr. James Maccarone, Director, Division of Youth Services, 660 North Street, Suite 200, Jackson, Mississippi 39202.**

Proposals must be received by MDHS no later than the **official deadline** of:

5:00 p.m., Central Standard Time, Wednesday, October 15, 2014.

Proposals must be mailed or hand delivered to: Mr. James Maccarone, Director, Division of Youth Services, 660 North Street, Suite 200, Jackson, Mississippi 39202.

Proposals must be received by the above named party by the official deadline to be considered. Proposals will be time stamped as they are received by MDHS.

Any proposals received after the deadline will be marked as being LATE and will not be evaluated. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of proposals. **The proposer alone is responsible for ensuring that their submission packet is delivered to the appropriate MDHS personnel no later than the deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

Agencies of the State of Mississippi must adhere to extremely strict guidelines concerning Procurement, Bidding and RFP processes. Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.

MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE PROPOSER TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.

E. Proposal Submission:

1. Proposals shall be received by MDHS no later than 5:00 p.m., Central Standard Time, **Wednesday, October 15, 2014**. Proposals must be mailed or hand delivered to: **Mr. James Maccarone, Director, Mississippi Department of Human Services, Division of Youth Services, 660 North Street, Suite 200, Jackson, Mississippi 39202.**

Proposals shall also be received (regardless of postmark) by the above named party by 5:00 p.m., Central Standard Time, **Wednesday, October 15, 2014**, to be considered. Proposals will be time-stamped as they are received. No proposals shall be accepted after 5:00 p.m., Central Standard Time, on **Wednesday, October 15, 2014**. Any proposals received after 5:00 p.m. Central Standard Time on **Wednesday, October 15, 2014** will be marked LATE and will not be evaluated.

No facsimiles (faxes) or emailed proposal shall be accepted. All proposals, including revisions, will be considered confidential until a final determination has been made by MDHS.

2. In order to be considered for selection, Proposers must submit a complete

response to this RFP. One signed original and two (2) copies of the proposal must be submitted to the party designated in number 1 above by **Wednesday, October 15, 2014**. No other distribution of the proposals must be made by the Proposer. The proposal must be clearly marked "Transmittal Letter and Proposal in response to MDHS 'Mental Health Intensive AOP Initiative " on the outside of the envelope.

3. The proposal shall be typed with double spacing and be no more than 25 one-sided pages (8½ x 11), excluding appendices, in length. The proposals shall be separately bound, each in a 3-ring binder, and indexed in a manner to allow ease of handling and review by MDHS. All documentation submitted with the proposal must be bound in the 3-ring binder.

MDHS reserves the right to reject any and all proposals where the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDHS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this RFP.

- F. **Cost of Proposal:** Costs for developing proposals are entirely the responsibility of the Proposer, are not chargeable to MDHS or the State of Mississippi, and will not be reimbursed by MDHS or the State.
- G. **RFP Modifications:** Any changes deemed necessary by MDHS to this RFP will be submitted as an addendum to the RFP. If MDHS should amend any segment of the RFP after submission of proposals and prior to announcement of the successful Subgrantee(s), all responding Proposers will be afforded ample opportunity to revise their proposals to accommodate the RFP amendment and the dates for submission of revised proposals announced at that time. All proposals, including revisions, shall be considered confidential until a final determination has been made by MDHS.
- H. **MDHS' Use of Proposal Ideas:** MDHS retains the right to use any or all ideas presented in any proposal received in response to this RFP.
- I. **Proposer Disclosure Data:** Ownership of all data, materials and documentation originated and prepared for MDHS pursuant to the RFP shall belong exclusively to MDHS and be subject to public inspection in accordance with the Mississippi Public Records Act, Sections 25-61-1 et seq. of the 1972 Mississippi Code Annotated, as amended. Trade secrets or confidential commercial or financial information submitted by a Proposer may not be subject to public disclosure under the Act. However, the Proposer must invoke the protections of Section 25-61-9; including obtaining a Court Order prohibiting disclosure of the information, before or at the time the data is submitted. Any confidential information or trade secret material submitted must also be identified by some distinct method such as, but not limited to, highlighting or underlining, and must indicate the specific words, figures, or paragraphs that constitute trade secret or

confidential information. The classification of an entire proposal document, line item prices and/or total proposal price as confidential or trade secrets is not acceptable and will result in rejection and return of the proposal.

J. MDHS' Rights Reserved: Notwithstanding anything to the contrary, MDHS reserves the right to:

1. Reject any and/or all proposals received in response to this RFP.
2. Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.
3. Waive minor irregularities if MDHS determines that waiver would be in its best interest and would not result in an unfair advantage for other Proposers and potential Proposers.
4. Select for subgrant or for negotiations, a proposal other than that with the lowest cost.
5. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by MDHS and the modifications make the terms of the proposal more favorable to MDHS, and accept such proposal as modified. MDHS shall allow all eligible Proposers to submit late modifications, similar in scope, shall MDHS choose to exercise this right with regard to any one Proposer's proposal.
6. Negotiate as to any aspect of the proposal with any Proposer and negotiate with more than one Proposer at the same time.
7. If negotiations fail to result in a subgrant or agreement within five (5) working days of the evaluation completion date, terminate negotiations and take such other action as MDHS deems appropriate.

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS Executive Director. The successful proposer may not begin work on the Subgrant until it signed by MDHS' Executive Director.

K. Subgrantee Acceptance of RFP Content: The contents of this RFP and the accepted proposal of the successful Proposer will become part of the final subgrant if a subgrant is awarded. Proposals shall include a statement of acceptance of all terms and conditions stated within this RFP or a detailed statement of exception for each item excepted by the Proposer. Any proposal which fails to comply with this requirement will be disqualified as non-responsive.

L. Proposal Acceptance by MDHS: MDHS shall accept proposals and award contract to the RFP. Determination of proposal acceptance shall be based on, but not necessarily limited to, conformity to the RFP requirements, cost, capability, experience, quality of service and proposer's ability to provide the required services, with final determination to be made by MDHS.

M. Legal Requirements: All Proposers shall be willing to comply with all provisions of the Mississippi Department of Human Services Subgrant/Contract Manual, Revised 2012 and with all applicable state and federal legal requirements regarding the performance of the subgrant. Existing requirements are set forth throughout this RFP but are subject to change and/or interpretation by MDHS throughout the term of any resulting subgrant. As provided in the required transmittal letter responses, Proposers must take exception to each provision of the required contractual terms they would like to change. Failure to do so will be deemed an acceptance of all the terms and conditions not specifically accepted.

N. Protest Bond: Requirement - As a condition precedent to filing a protest concerning this RFP and/or the selection or non-selection of a proposal, the protestor must provide a Protest Bond as described in this section. The protestor shall procure, submit to MDHS with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a Protest Bond in a sum equal to the amount of the protestor's proposal for the services required by this RFP.

The Bond shall be issued by a company licensed or authorized to do business in the State of Mississippi and acceptable to MDHS. The Bond must be accompanied by a duly authenticated or certified document evidencing that the party executing the Bond is a licensed Mississippi agent for the bonding company. This certified document must identify the name and address of the person or entity holding the Protest Bond and must identify a contact person to be notified in the event that MDHS or the State of Mississippi takes action against the Bond. The Protest Bond shall not be released to the protestor until the protest is finally resolved and the time for all appeals has expired.

The Protest Bond shall be procured at the protestor's expense and made payable to MDHS. Prior to approval of the Protest Bond, MDHS reserves the right to review the Bond and require the protestor to substitute an acceptable bond in such form as MDHS may require.

Subject of Protest: The only grounds for protest are as follows:

1. Errors were made in computing scores upon which an award was based;
2. MDHS failed to follow procedures established by this RFP and/or applicable policies and procedures of MDHS and/or the State of Mississippi;
3. Bias, discrimination, or conflict of interest existed on the part of an evaluator; or
4. Scope and intent of the project as specified in the executed subgrant differ materially from the scope and intent of the RFP.

Protests not based on the above described criteria will be rejected.

Resolution of Protests: Protests allowed by this section shall follow MDHS' procedures for hearing contested cases, which will be made available upon request.

- O. Fidelity/Dishonesty Bond:** Upon receipt of notification of an award, the Subgrantee shall submit to MDHS a Fidelity/Dishonesty Bond in favor of MDHS with surety or sureties satisfactory to MDHS for the term of the subgrant. The amount of the Bond must equal 25% of the total subgrant amount. Failure to provide the Fidelity/Dishonesty Bond within the stated time period may result in the Subgrantee being deemed as non-responsive and the proposal will be immediately disqualified with no further consideration given for potential awarding of the subgrant to said Subgrantee.

The Bond shall be secured from a company authorized to transact business in the State of Mississippi. The Bond shall be made payable to MDHS. The Bond shall become effective upon written notification that a subgrant has been awarded to the Subgrantee. The Bond shall remain in full force and effect for the entire duration of the subgrant. Any action by the Subgrantee and/or the bonding company to revoke and/or cancel the Bond prior to the expiration of the subgrant will constitute a breach of the subgrant and will result in immediate cancellation of the subgrant.

- P. Publicity:** Any use or reference of this RFP by the Proposer to promote, solicit, or disseminate information regarding the award of the subgrant or the services being provided is prohibited, unless otherwise agreed to in writing by MDHS.

MDHS reserves the right to reject any and all proposals in which the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the right of MDHS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this RFP.

SECTION III. PROPOSAL FORMAT

Acceptable proposals must offer all services identified in Section IV, Scope of Work, and agree to the subgrant conditions specified in Section VII, Subgrant Terms and Provisions.

- A. Proposal Preparation:** Proposals shall be signed by an authorized representative of the Proposer. All information requested must be submitted. Failure to submit all information requested will result in MDHS' requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals which are substantially incomplete or lack key information will be rejected by MDHS.

Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number or letter of the corresponding section of the RFP. If the response covers more than one page, the paragraph number and/or letter should be repeated at the top of the next page. The proposal shall contain a table of contents which cross references the RFP requirements. Information which the Proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and

designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

B. Required Proposal Contents: Responses to this RFP shall consist of the following components. Each of these components must be separate from the others and uniquely identified. They also must conform to the format and content specified below.

1. Transmittal Letter
2. Management and Technical Proposal
 - a. Statement of Understanding
 - b. Services Approach and Proposed Work Plan
 - c. Relevant Proposer /Lead or Key Staff's Experiences/Qualifications
 - d. Financial Stability of Proposer
 - e. Budget and Budget Narrative
3. Required Information and Statements

Proposals shall be accompanied by the information or statements described below. Failure by any Proposer to include the information or statements will result in its being declared unacceptable or non-responsive, and the Proposer will receive no further consideration for award of the subgrant.

- a. Examination of Records
 - i. At the time a proposal is submitted, the Proposer shall include a statement as to whether there is a reasonable expectation that it is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting subgrant of the RFP. This statement is required whether the association is a formal or informal arrangement. If an association may exist, the Proposer will also be required to submit with the proposal written authorization from the parent, affiliate, or subsidiary organization granting the right to MDHS to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting subgrant.
 - ii. If, at any time after a proposal is submitted and a subgrant has been awarded, such an association arises as described in subparagraph above, the Proposer will be required to obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming

the relationship. Failure to submit such certification and authorization will constitute grounds for termination of the subgrant at the option of the State. (Nothing herein shall be construed to require MDHS to agree to services being performed by such parent, affiliate, or subsidiary organization).

- b. Single Audit Act: Proposers shall include a statement that they agree to obtain a financial and compliance audit made in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501 - 7507) and, as applicable, revised United States Office of Management and Budget (OMB) Circular A-122 or A-133.
- c. Conflict of Interest: Proposer shall disclose any subgrant or other contractual relationship with any state personnel, subgrantor or subcontractor involved in the development of the RFP or procurement of the subgrant. Any real or potential conflicts of interest will, at the sole discretion of MDHS, be grounds for rejection of the Proposer's proposal or termination of any subgrant awarded. All proposals shall include the following:
 - i. A statement identifying those individuals who were involved with the preparation of the proposal and/or the procurement of the subgrant.
 - ii. A statement identifying all Proposer personnel currently under contract or subgrant with MDHS who participated, either directly or indirectly, in any activities related to the preparation of the Proposer's proposal, and a statement identifying in detail the nature and extent of such activities.
 - iii. A statement certifying that the Proposer's personnel have not had any contacts with any MDHS personnel involved in the development of the RFP, or, if such contacts have occurred, a statement identifying in detail the nature and extent of such contacts and the personnel involved.
- d. Proposer shall furnish MDHS with certified copies of its Articles of Incorporation, By-laws, Resolutions, and/or any other documentation, acceptable to MDHS that would prove that the organization offering the proposal is a legal entity. The Proposer must also furnish documentation that evidences the authority of the signatory to execute a binding subgrant on behalf of the Proposer.
- e. Certifications of Compliance and Assurance: The Proposer shall sign and date the certification, assurances, and notification attached hereto as Exhibit B.

- f. The Proposer shall provide their taxpayer identification number and certification (W-9).

C. Transmittal Letter: The transmittal letter shall accompany the proposal. The letter shall be in the form of a standard business letter and be signed in ink by an individual authorized to legally bind the Proposer. It shall describe the Proposer's approach to the delivery of services required by the RFP and provide MDHS with a broad understanding of the entire proposal. The letter shall list the name of the project and the name, telephone number and fax number of a contact person with authority to answer questions concerning the proposal. The letter shall define the Proposer's approach for service delivery and not just reiterate the RFP. Additionally, it shall include:

1. A statement identifying all proposed contractors and subcontractors and indicating the exact amount of work to be done by the Proposer and each Subcontractor.
2. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions.
3. A statement that the Proposer has sole and complete responsibility for the completion of all services provided under the subgrant, except for those items specifically defined as State responsibilities.
4. A statement that the Proposer does not discriminate in its employment practices with regard to race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, political beliefs, or mental or physical disability.
5. Certification that each person signing this proposal is the person in the Proposer's organization responsible for, or authorized to make, decisions as to the prices quoted.
6. A statement from each subcontractor, appended to the transmittal letter and signed by an individual authorized to legally bind the subcontractor, stating the general scope of the work to be performed by the subcontractor, the subcontractor's willingness to perform the work indicated, and that the subcontractor does not discriminate in its employment practices with regard to race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, political beliefs, or mental or physical disability.

D. Management and Technical Proposal:

1. **Statement of Understanding:** This component of the proposal shall demonstrate the Proposer's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work.

2. **Service Approach and Proposed Work Plan:** This component of the proposal shall present a description of the approach to successfully provide the services requested in this RFP for the duration of the term of the subgrant. Proposers shall respond fully and directly to each of the following criteria of the Scope of Work (Section IV), MDHS' Responsibilities (Section V), and Scope of Work to be Performed Section (IV). The proposal shall include a schedule of events which covers the entire contract period. The Proposer shall provide a complete and detailed description of all tasks and subtasks, all deliverables, the parties responsible for the completion of the tasks (including both State and Contractor) and proposed time lines. The work plan shall include, but not be limited to, the following items:

- a. Describe the priorities for the Program in the target area. (short sentences and listed in priority order)
- b. Describe existing programs and gaps in services.
- c. Describe the needs by population subgroups: males and females, age, racial and ethnic groups, and children with special mental and/or physical health needs, etc.
- d. Staff to meet program requirements with an organization chart, narrative description of the organizational structure, and work flow charts.
- e. Description of how all mandatory requirements will be met.
- f. Details as to how the Proposer plans to operate its program and an applicable timetable.
- g. A description of the Proposer's training and development programs that will assure that all personnel assigned to perform under any resultant subgrant shall be capable and qualified in the work assigned to them.
- h. Internal controls that will be used by the Proposer in detecting deficiencies in program operations and implementing corrective actions whenever such deviations/deficiencies are discovered and documenting actions taken by the Proposer.
- i. Provider will demonstrate its knowledge and ability of internal evaluation and assessment of performance measures by providing to DYS its plan for recording the outcome and success.

3. **Relevant Proposer and Lead or Key Staff's Experience and Qualifications:**

This segment of the proposal shall include previous experiences that will demonstrate the Proposer's ability to deliver the services requested in this RFP. It also must describe the expertise of the Proposer's staff, information on current or recent projects of a similar size and scope, and data relevant to the Proposer's performance on such projects. For each of the aforesaid programs or projects, the Proposer must include the name and contact person (including a current telephone and address) of the entity for which the services were provided or the entity providing funds for the project, time period of the project, and a detailed description of the scope of services provided that relate to this RFP and resulting subgrant.

The Proposer shall disclose the number and nature of queries, monitoring, and/or audit findings that have been made against it and/or any key or management staff by any government (state and/or federal) authority or agency. The Proposer must provide a list of any litigation, past or pending, against the Proposer.

The Proposer shall disclose whether it has been a party to any subgrant or agreement for any services within the scope of this RFP which has been terminated, rescinded, or not renewed. The Proposer must provide complete information on the contracting entities and a contact person (including names and addresses of the parties and a summary of the circumstances).

The Proposer shall also describe the number of personnel to be used on the project, employee title, current position within the Proposer's organization, experience and qualifications, and other information to show that personnel can successfully perform the work required under this RFP.

- 4. Financial Stability of Proposer:** Proposers, including the parent corporation of any subsidiary corporation submitting a response, must include in their proposal evidence of financial responsibility and stability for the performance of the contract.

At a minimum, the proposal shall include an independent audit for Fiscal Year 2014; however, if the FY 2014 audit has not been completed at the time the proposal is submitted, the FY 2013 audit may be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the FY 2014 audit shall not be completed by the proposal submission deadline and stating the projected date of its completion. A compiled financial statement is unacceptable.

The Proposer shall obtain and submit a letter from the Certified Public Accountant who conducted audit(s) stating the proposer's accounting system is adequate to safeguard funds received from MDHS. MDHS reserves the right to request any additional information to assure itself of a Proposer's financial status.

In the event a Proposer is either substantially or wholly owned by another corporate entity, the proposal must also include an independent audit for Fiscal Year 2014 for the parent organization. If the FY 2014 audit is not completed, refer to the instructions above in providing the FY 2013 audit and CPA certification. **A compiled financial statement is unacceptable.** There must also be a written guarantee by the parent organization that it will unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

The proposer shall also divulge any bankruptcies and the particulars thereof (include a credit report, if applicable).

- 5. Budget and Budget Narrative:** The Proposer shall include an itemized list of expenditures for the services and activities covered by the proposals. Further, the proposal must contain a written justification (narrative) adequately explaining the Proposer's funding needs. This narrative must relate funding needs to the operation of individual programs or activities. Sufficient detail within each line item of expenditure and each activity must be used to clearly explain the funding needs of the operation. Provide a summary of the key personnel, including the program personnel and any subcontractor personnel.

Administrative costs in connection with any of these activities are subject to a 30% limitation.

To assist in creating the budget narrative, a sample budget may be reviewed in the MDHS Subgrantee Manual online at the following link listed below:

http://www.mdhs.state.ms.us/pdfs/dpimanual/dpi_submanual.pdf (Budget Narrative, Section 5, Page 53).http://www.mdhs.state.ms.us/pdfs/dpimanual/dpi_submanual.pdf

E. Appendix: The appendix shall include all supporting documentation, such as:

1. Detailed information on the proposed curriculum
2. Resumes of key personnel hired for this program. Resumes shall include: employment title, current position within the Proposer organization, experience and education, and other pertinent information.
3. A list of volunteers and their job responsibilities as it relates to the proposed
4. An organizational chart for the proposed
5. An organizational chart of the parent organization, if applicable
6. A timetable for the proposed program objectives and activities, explain how each activity shall be monitored and evaluated (Time lines).
7. Letters of support from organizations or groups who support and shall allow the program to be implemented in their facility. Support letters shall indicate the time and space allotted for the program to be implemented and maintained on a regular basis. Statements of agreement shall also be attached to the letter of support from persons within the organization who agree to donate time to the program.
8. Letters of support from individuals involved in the implementation of this Youth Development Program (i.e., school superintendents, principals, ministers, etc.).
9. Documentation of 501 (c) (3) status, if applicable.
10. Taxpayer identification number and certification (W-9).

The Proposer's Proposal shall meet all requirements of this RFP including the provisions of Section VII, the Subgrants Terms and Provisions.

SECTION IV. SCOPE OF WORK TO BE PERFORMED

The Mental Health Intensive AOP Services: The length of stay in the Mental Health Intensive AOP program shall be designed to average approximately (12) months of services. The length of treatment shall also be based upon the assessment and evaluations of the licensed counseling/therapeutic staff when indicated for shorter or longer treatment. Referrals for the AOP will be taken directly from the Youth Court System in the form of a Court Order.

In order to be eligible for services, the individual must be twelve (12) through seventeen (17) years of age, have been adjudicated to be a delinquent child through the Youth Court System, possess a high risk of returning or becoming further involved in the Juvenile Justice System, and have sufficient intellectual functioning to profit by the program experience. If the court ordered youth turns eighteen (18) years of age while enrolled in AOP, the jurisdiction of the child shall remain in effect. Jurisdiction of the child shall continue until the child's twentieth (20) birthday, unless sooner terminated by the Youth Court. Finally, youth who commit an offense on or after their eighteenth (18) birthdays can no longer remain in AOP.

- I. **Mental Health Intensive AOP:** Youth, male and female, that have been adjudicated to be delinquent who are currently on formal probation under the Division of Youth Services shall be referred by a Youth Court Order, requiring the individual to attend, participate, and successfully complete the program as part of his or her probation or parole sentence. The Mental Health Intensive AOP shall consist of the following three phases: **Phase I "Intensive Phase", Phase II "Intermediate Phase" and Phase III "Transition Phase"**.

Each client must receive supervision and counseling, including monitoring of employment and educational status participation, compliance with set curfews and assigned public service work, as well as compliance with established program rules and regulations. Clients entering the program via the Youth Court System shall be required to successfully complete three (3) primary phases of services.

Phase I, or the **"Intensive Phase"**, may encompass up to six (6) months but longer or shorter treatment shall be based upon the assessment of the licensed counseling staff/therapist.

Intensive services include, but are not limited to, individual counseling, family therapy, case management services, day treatment services for those youth identified as having a serious emotional disturbance, as well as supervision of probation or parole requirements (i.e., school attendance, curfew, public service work, etc.). Intensive services are defined as group sessions/day treatment sessions at least four days a week for a minimum of two hours, individual, and family therapy weekly, case management services, and supervision of probation or parole requirements. Each adolescent's progress shall be monitored monthly, and a comprehensive six-month evaluation shall be administered to determine eligibility to transfer to the intermediate phase of the program.

Phase II is considered the **"Intermediate Phase."** Adolescents entering this phase shall have successfully met the requirements of Phase I and shall likewise be monitored

monthly for progress for the period determined by licensed counseling staff/therapist. Those clients eligible for the Intermediate Phase shall attend group sessions a minimum of twice a week for two hours, individual and family therapy each week, case management services, and supervision of probation or parole requirements.

Phase III composes the “**Transition Phase**” of the program. Adolescents maintained in this phase shall have successfully completed the first two phases of the program and deemed appropriate for transition out of the program following the three month period. Services include a minimum of weekly group sessions for two hours, family and individual counseling monthly, case management services, and supervision of probation or parole requirements.

The therapist must be review and approve adolescents’ progress through the three phases of treatment. A client must be referred or offered case management services to the case in order to provide linkage and referral service to other agencies, along with additional support to provide comprehensive treatment for the adolescents.

The provider shall offer follow-up services within 12 months of completing the program. Follow up services shall be monthly. Follow up shall consist of the following: contact by phone or in person, but needs to take place at least monthly to ensure continuity of care. Ideally, the amount of time spent on each follow-up case will be 1 to 2 hours per month. This time may be spent in face-to-face contact or in supportive, advocacy, case management, or other family-related activities. In addition, staff shall make the effort to locate families for monthly follow-up contact and document all contact efforts which shall be included in the case file.

- II. **Service Delivery Components:** This component is used for identifying the targeted population and eligibility, therapeutic setting and services and the management plan of services that will be coordinated and maintained by the provider, and the other resources in the community to achieve the goals of the client and the program.
 - A. **Target Population and Eligibility:** The Mental Health Intensive AOP shall utilize positive role-model counselors who will attempt to safely divert primarily Non-Medicaid and Non- Billed Medicaid adolescent offenders from having any further contact with the Juvenile Justice System. It is projected that the program will improve school attendance and facilitates goal development that will eventually lead to gainful employment. In addition, the ultimate goal of the program is the reintegration of responsible and productive citizens into the community. The program must serve families at the **300%** of the Federal Poverty Level.
 - B. **Referrals:** The Mental Health Intensive AOP referrals shall be taken directly from the Youth Court System in the form of a Court Order. In order to be eligible for services for the Mental Health Intensive AOP, youth, male and female, must be between the ages of twelve (12) through seventeen (17) years of age, have been adjudicated as a delinquent child on formal probation which possess a high risk of

returning or becoming further involved in the Juvenile Justice System, and have sufficient intellectual functioning to profit by the program experience.

Diagnostic categories generally served are conduct disorder and oppositional defiant disorder as they are defined in the current Diagnostic and Statistical Manual. The encountered symptomology for these cases includes, but is not limited to, stealing with confrontation of a victim, burglary, fire-setting, breaking and entering, cruelty to animals, forced sexual activity, using weapons, physical cruelty to people, loss of temper, defiance, anger and fighting.

The majority of the conduct disorders are a result of oppositional defiance towards authority figures, rules, regulations of any kind. This form of behavioral disorder is usually found to be on a mild to moderate scale. Additionally, there may be cases involving secondary diagnoses, such as polysubstance abuse/dependence and alcohol abuse/dependence. Those individuals with secondary diagnoses of substance/chemical abuse or dependence must be referred to appropriate services/ treatment specializing in that particular area as determined by the Mental Health Intensive AOP licensed counseling staff.

- C. **Management Plan:** The Mental Health Intensive AOP program shall maintain an agenda and attendance sign in sheets for training, workshops, and other activities offered to participants. Activities and services for the program shall be provided (5) five days a week and after school. Program services shall be designed to divert the youthful offender from recidivating to the training school. The participating courts shall make every effort to utilize the least restrictive environment for the youth.
- D. **Staff:** The AOP personnel shall consist of a Program Coordinator, Case Manager, Licensed counseling staff/therapists, and to include optional staff such as a driver, administrative assistant, security and fiscal staff.

The Program Coordinator shall possess a Bachelor's Degree from an accredited four-year college or university in Business Administration, Public Administration, Sociology, Criminal Justice, Psychology, Education, or a specialty field related to the functions of the program with two (2) years of supervisory and management experience. The Program Coordinator shall also be responsible for coordinating and facilitating the case plan meetings on each youth monthly at a minimum.

The Program Coordinator shall work forty (40) hours per week to provide supervision of the program. This includes the budgets, personnel, and the coordinating and implementing new programs.

Licensed counseling staff/therapists shall be Licensed Professional Counselors (LPCs), Licensed Clinical Social Worker (LCSW), and Licensed Marriage Family Therapist (LMFT), Licensed Psychologist or individuals currently certified through Department of Mental Health.

AOP subgrantees shall submit and maintain documented proof of license and certification to provide day treatment services. Licensed counseling staff/therapists shall be Licensed Professional Counselors (LPCs), Licensed Clinical Social Worker (LCSW), and Licensed Marriage Family Therapist (LMFT), Licensed Psychologist or individuals currently certified through Department of Mental Health.

Those who are engaged in therapeutic services for a fee or any form of compensation are regulated by Sections 73-30-1 and the following of the Mississippi Code: The "practice of counseling" is defined to include "rendering ... to government agencies or the general public any service involving the applications of counseling procedures and other related areas of the behavioral sciences to help in learning how to solve problems or make decisions related to personal growth." Any license or certification must include expiration date and proof of pending renewal.

All counseling licensure shall be maintained by the Provider of the individual meeting these qualifications for Mental Health Care/Counseling/Substance Abuse Services on staff or by contract at all times throughout the awarded contract. These services shall be provided in addition to any other community-based services available in the community. Duties shall include a minimum of one (1) hour per week with case managers in addition to individual therapy, group therapy and treatment team meetings.

The Licensed counseling staff/therapists shall work forty (40) hours per week in the program if this is a salary position. In the event this position and or services are contracted out, the licensed counseling staff shall meet and maintain all program requirements throughout the period of performance. Licensed counseling staff/therapists shall provide all therapeutic services directly on-site with the adolescents to assist in the supervision and maintenance of each individual's treatment goals at the approved work facility. Responsibilities include providing day treatment/group therapy, individual and family therapy, daily documentation, conducting home visits, and any follow-up for program clients.

The licensed counseling staff/therapists must maintain daily program planning, determine objectives and goals for each program client, and work as a team member with other staff. Licensed counseling staff/therapists are also responsible for coordinating and maintaining the intake and referral system, as well as the Aftercare phase of the program, including determining the rehabilitation needs of the Court ordered adolescent offenders, and maintaining continuity of care.

Case Managers shall possess a bachelor's degree from an accredited college or university from an accredited college or university in Counseling, Psychology, Social Work, or related field. The Case Manager shall be responsible for assessing what other services are needed and desired, and assisting the adolescents in obtaining those services. The case manager shall also follow-up with program clients and assists in the maintenance of their program goals. If this is a salary position the case manager shall work forty (40) hours per week in the program. In the event this

position and or services are contracted out, staff shall meet and maintain all program requirements throughout the period of performance

There shall be a minimum of two (2) staff present at all times and a ratio of (2) staff per (9) clients. Furthermore, the program support staff must have extensive contact with the adolescent's school, parent or legal guardian, Youth Service Counselor, as well as the local law enforcement agency.

- E. **Interviewing and Hiring Program Staff:** Those individuals being considered for employment in the AOP shall undergo an annual national Juvenile background investigation through National Crime Information Center (NCIC) database, the National Sex Offender Registry, National Child Abuse Registry and background shall include finger printing as part of the interview process. In addition, applicants for employment with AOP must indicate if they have ever pled guilty to or been convicted of any Juvenile offense. The criminal history information will be reviewed by the DYS Finance and Administration Director and then presented and disclosed to the agency. Any final candidate for employment who failed to disclose Juvenile history information on the application may be ineligible for employment with AOP.

- F. **Service Activities:** The subgrantee shall describe how the following service areas and/or activities listed below will be provided and monitored. Subgrantee shall provide a description of major tasks and sub-tasks. The delivery of services must adequately address youth's physical safety, mental, social, health, and educational needs. They are as follows but are not limited: (1) Intake and Referral, (2) Child and Family Assessment (3) Transportation, (4) Admission and Discharge procedures (5) Psychiatric Evaluation, (6) Service Coordination/Case Management (7) Data Back-up procedures, (8) Passive Physical Restraint Techniques, (9) Therapeutic Services, (10) Documentation of Serious Injury/ Incident Reports, (11) Licensed and Certified Staff, (12) Treatment Planning, (13) School Attendance, (14) Religion Practices, (15) Employability Skills (16) Program Rules, (17) Community Partnership, and (18) any additional services to be provided.

- G. **Therapeutic Setting:** The Mental Health Intensive AOP program shall be based on the principles of family centered practices to provide services for youth with emotional, behavioral and mental health needs and their families. The program shall be designed to serve high risk, and serious and violent offenders, male and female. DYS shall provide general concepts and approaches to guide the development of responsive proposals including the following:
 - 1. The program shall provide non-residential, non-secure custody, care, and supervision services to youth based on individual treatment needs and court orders until he/she is terminated from the care, custody, and/or supervision of the juvenile justice system, or until completion of the youth's case plan.

2. Hours of operation may vary depending on location and method of transportation that is provided to and from the program's facility where therapeutic services are performed.
3. Activities and services for the program shall be provided five (5) days a week. Operation hours shall be a minimum of five days a week.
4. Group Therapy/Day Treatment hours are normally after school and will vary depending on location and method of transportation that is provided to and from the program's facility where therapeutic services are performed. Consideration shall be given to the youth's family to maintain minimum requirements during the summer and holidays.
5. Youth, both male and female, who are admitted to the program, shall be placed in the community (either in their home or foster home) with appropriate support and interventions as indicated in their individualized case plan.
6. The individualized treatment plan shall identify the interventions that will be used to manage risks and to reduce or resolve the areas of need.
7. The interventions that are utilized must be criminogenic need specific.
8. A generic program where all youth go through the same sequence of counseling or supervision shall not be accepted.

H. Outcome Measures: The provider shall provide to DYS the performance measuring tools to track and monitor the program's outputs or outcomes. The provider will document the progress/evaluation of their program on a monthly basis and send to DYS by the 5th calendar day of the month. The information shall be collected at the program level to measure the specific outputs and outcomes that the provider will be achieving during this period of performance. Therefore, they must be developed for each program objective.

The outcome indicators shall measure the benefits or changes for individuals, the juvenile justice system, or the community as a result of the program. Outcomes may also be related to behavior, attitudes, skills, knowledge, values, conditions, or other attributes. Examples are changes in the academic performance of program participants, changes in the recidivism rate of program participants, changes in client satisfaction level, and changes in the county-level juvenile crime rate. The outcome indicators for short term and long term performance indicators are listed below:

1. Short-term outcomes are those benefits or changes that participants experience that by the time a youth leaves or completes the program. The short term outcomes shall include changes in recipients' behavior, attitudes, skills, and knowledge.

2. Long-term outcomes are those ultimate outcomes desired for participants, provider, the juvenile justice system, or the community. This shall include changes in recipients' behavior, attitudes, skills, and knowledge. They are measured within 12 months after a youth leaves or completes the program. They should relate back to the program's goals.

Project Outcomes must demonstrate a success rate of 80% of the youth enrolled for the following:

➤ **Prevent youth from progressing through the juvenile justice system:**

- Number of youth in the AOP program and who complete the program during the fiscal year,
- Number of youth in the AOP discharged due to non-compliance during the fiscal year,
- Number of youth in the AOP charged with a new offense resulting in the adjudication to Oakley Youth Development Center-OYDC during the fiscal year,
- Number of youth in the AOP sentenced to a detention center during the fiscal year,
- Number of youth in the AOP who successful complete AOP and do not re-offend within 12 months,

➤ **Connect families to community support services:**

- Number of youth in the AOP and their families that received outside support services not affiliated with the AOP,
- Number of partnerships developed to refer families to additional independent support services,

➤ **Reduction of alcohol/drug abuse:**

- Number of youth in the AOP who receive alcohol and drug services during the fiscal year,
- Number of youth in the AOP to resist alcohol and drug services during the fiscal year,

- Number of youth in the AOP and their parents receiving therapeutic services during the fiscal year,
 - Number of youth in the AOP positive for alcohol and drugs during the fiscal year,
 - Number of youth in the AOP who test negative for alcohol and drugs during the fiscal year,
 - Number of youth in the AOP who relapse in a 12 month period during the fiscal year,
- **Follow-up services provided for targeted youth and families.**
- Number of youth that were contacted on a monthly basis within 12 months of completing the AOP program,
 - Number of youth to receive one of the following services within 12 months of completing the AOP program: minimum supervision, monitoring, case management, etc.
- **Reduction and prevention of out-of-wedlock pregnancies.**
- Number of youth in the AOP program that have not become parents during the fiscal year,
 - Number of youth in the AOP that had children prior to program and do not conceive another child during the fiscal year,
 - Number of youth in the AOP who have not contracted a sexually transmitted disease during the fiscal year,
- **Formation and maintenance of two-parent families.**
- The number of single parents exposed to premarital education programs; help couples learn of resources and support services during the fiscal year,
 - The number of married parents exposed to family preservation services during the fiscal year,
 - The number of parents who were separated but participated in marriage skills trainings, family therapy, and/or activities that resulted in family stabilization instead of divorce during the fiscal year,

- The number of parents that were co-habiting and were exposed to premarital education programs and as a result marriages were formed during the fiscal year,

➤ **Reduction of out-of-home placement**

- Number of youth in the AOP that were temporarily moved from the home and placed back with the legal guardian or custodial parent
- Number of youth in the AOP that were in foster care and were reunited with their families

I. Fiscal and Programmatic Compliance:

- a. The subgrantee shall comply with all fiscal and programmatic reporting as required by the MDHS Subgrant/Contract Manual-Revised 2012.
- b. The Claim Worksheet shall be completed once each month in addition to supportive documents of monthly expenditures and submitted to MDHS by the tenth 10th calendar day of the following month.
- c. MDHS is also requiring that the subgrantee submit a budget which meets the agency's standard for a Zero-Based Budget.
- d. Subgrantee shall implement an accounting system that meets generally accepted accounting principle to show separation of county expenditures and AOP subgrant expenditures by assigning funding codes for AOP expenditures. This shall be implemented the effective start date of the program and a new funding code shall be established at the end of each contract year for the subsequent year.
- e. The Subgrantee's fiscal staff shall submit itemized documentation to support monthly expenditures amounts, reported in the Current Period Costs columns of the Reporting Worksheet. This documentation must be attached with the monthly Reporting Worksheet.
- f. All programmatic reports are due on the 5th calendar day of the following month. In addition, the programmatic reports shall have the following supportive documentation: **the "Enrollment Termination Notification Form" and Youth Court Order**. This shall be also be maintained by the provider.
- g. The Subgrantee shall meet at the request of MDHS to review the Subgrantee's performance under the Subgrant. MDHS may also conduct periodic announced and un-announced on-site monitoring of Subgrantee's

performance under the Subgrant. Performance evaluation monitoring reviews will be conducted as determined by MDHS.

- h. The findings of all performance evaluation reviews/visits shall be recorded by MDHS and presented, in writing, to the Subgrantee. Should the Subgrantee not concur with the findings, the Subgrantee shall be given an opportunity to submit a written statement to MDHS to that effect. The Subgrantee's written disagreement shall be considered by MDHS in its final report.

****Program participation shall be determined by the availability of funding.***

V. MDHS' RESPONSIBILITIES

- A. **Forms and Policies:** MDHS will furnish the Subgrantee with a prototype of all required or recommended MDHS forms to be used in the administration and operation of the program from which the Subgrantee shall reproduce sufficient forms for their use.

MDHS will provide the Subgrantee with program manual and policy updates and changes.

- B. **Other Duties:** MDHS will –
 - Monitor work performed by the Subgrantee.
 - Provide information on MDHS' requirements relevant to the subgrant.
 - Remit payment to the Subgrantee in accordance with the terms and conditions of the Subgrant.
 - As appropriate, keep Federal and State officials apprised of the Subgrantee's work under the subgrant.
 - Intervene in any Subgrantee's operations for cause as determined by MDHS.

VI. EVALUATION AND AWARD CRITERIA

A. Overview of Evaluation Methodology

1. During the evaluation process, all information concerning the proposals submitted, including identity and number of Proposers will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, MDHS may request a Proposer to provide explicit written clarification of any part of the Proposer's proposal.
2. At its discretion, MDHS may perform an appropriate cost and pricing analysis of a Proposer's proposal.
3. If a subgrant is awarded, the award will be made to that financially responsible and technically responsive Proposer whose proposal conforms to the conditions and requirements of this RFP, and which is most advantageous to MDHS with

price and other factors considered. MDHS will notify the successful Proposer in writing of the award of the subgrant. MDHS will notify the unsuccessful Proposers in writing that their proposals have not been accepted.

4. The evaluation will be conducted in five phases:
 - a. Phase I - Selection of Responsive Proposals
 - b. Phase II - Evaluation of Management and Technical Proposal
 - c. Phase III - Evaluation of Financial Component
 - d. Phase IV- Recommendation of Proposer
 - e. Phase V - Award and Notification

B. Evaluation Committee

1. A committee will be selected to evaluate proposals. Members of the evaluation committee will be from pertinent MDHS' programmatic and administrative personnel.
2. Other professional staff and consultants may also assist in the evaluation process.
3. MDHS reserves the right to alter the composition of the evaluation committee and their specific responsibilities.

C. Evaluation Phases

1. Phase I- Selection of Responsive Proposals: A responsive proposal must comply with the instructions listed in this RFP and follow the proposal format defined in Section III. Failure to comply with the mandates of Phase I of the evaluation will preclude the Proposer's advancing to Phase II.

This phase will entail the review and confirmation of the mandatory technical, format and content requirements contained in Section III, Proposal Format, Section IV, Scope of Work to be Performed. This includes a review of the Transmittal Letter, Proposer's experience, proof of insurance, and the minimum requirements specified in the aforesaid Sections of the RFP. MDHS reserves the right to reject any and all proposals, to modify these RFP specifications, or to waive any formalities, not required by law, as described in this RFP. Any proposal found to be non-responsive will be eliminated from further evaluation.

If the Proposer submits a proposal which fails to fulfill a particular RFP requirement in any material respect or contains an irregularity or deviation from the requirement, MDHS shall reserve the right to reject that proposal.

2. Phase II - Evaluation of Management and Technical Proposal

- a. During the course of the Phase II evaluation, MDHS may request oral presentations by Proposers and an interview with the proposed key/lead personnel. Reference checks may also be made. However, MDHS reserves the right to make an award without further clarification of the proposals received. Therefore, it is important that each proposal be submitted in the most complete manner possible.
- b. MDHS will evaluate the Proposer's response to each of the specific proposal submission requirements which are identified in Section III. Points have been assigned to the component areas.
- c. Points have been assigned to three (3) component areas identified in Section III. The total possible points for the three (3) component areas are as follows:
 - i. Statement of Understanding 10 Points
 - ii. Services Approach and Proposed Work Plan 40 Points
 - iii. Proposer or Contractor Experiences/Qualifications 20 Points
Resumes of Key Staff of Proposer/Contractor

- d. Members of the evaluation team will individually review the components of each proposal submitted. Each component will be evaluated on the Proposer's understanding and the quality and completeness of the Proposer's approach and solution to the problems or issues presented.

The members of the evaluation committee will evaluate the components according to the criteria listed below:

To arrive at a final score for Phase II, the evaluation committee members will total the component scores for each proposal. Then, each member's score awarded to the proposal will be totaled. This sum will be divided by the number of members on the evaluation committee.

- e. If Proposer has monitoring, and/or audit findings that have been made against it and/or any key or management staff by any government (state and/or federal) authority or agency, the proposal may be subjected to having points subtracted from the total score.

3. Phase III - Evaluation of Financial Component

- a. Only proposals with a score of fifty (50) or above in Phase II will be considered in Phase III.
- b. The evaluation committee will examine each aspect of the Financial Component to determine if it is complete, in compliance with the requirements of this RFP, specified in Section III, Item D, Number 4,

accurate in its calculation and consistent with the services approach and proposed work plan submitted by the Proposer. Any budget that does not meet these criteria will be scored accordingly.

- c. The budget and financial stability will be an important criterion for selecting Proposers deemed qualified to provide all the requested services but will not be the sole determining factor.
- d. The total points available during this phase of evaluation is thirty (30) with points assigned to each component area as follows:
 - i. Budget Calculation and Price Component 15 points
 - ii. Financial Stability Component 15 points

4. Phase IV - Recommendation of Proposer

- a. The evaluation committee will total the scores of the Management and Technical Proposal and the Financial Component (Phases II and III) in making its recommendations of the successful Proposer. A Proposer's total score will be the sum of the scores received for the Management and Technical and the Financial Component.
- b. MDHS may submit a list of detailed comments, questions, and concerns to one or more Proposers for response. MDHS may require said response to be written, oral or both. MDHS will only use written responses for evaluation purposes. The total score for those Proposers selected to respond may be revised as a result of the responses.
- c. The evaluation committee will rank the proposals. First consideration for recommendation will be given to the Proposer with the highest total points. In the event subgrant negotiations are unsuccessful, the Proposer(s) with highest number of points may be selected for consideration. The Committee's recommendation will be forwarded to the Executive Director of MDHS.
- d. If overall score falls below seventy (70) points, the proposal shall not be recommended for selection to the Executive Director.

5. Phase V - Award and Notification

- a. The Executive Director of MDHS may accept or reject the recommendation of the evaluation committee. The final award decision will be made by the Executive Director of MDHS.
- b. When an award decision has been made, all Proposers will be notified of the decision regarding their proposal. MDHS is not required to furnish a

statement of the reason(s) why a proposal was not accepted.

- c. Subgrant terms will be negotiated with the Proposer who is awarded the subgrant. In the event the subgrant negotiations are unsuccessful, other Proposer(s) may be selected for consideration.
- d. MDHS may cancel this RFP or reject proposals at any time prior to award of a subgrant.

At MDHS' discretion, the evaluation may also include communication with any and all prior and current clients and/or programs/projects of the Proposer and verification of the Proposer's qualification to perform the services described in its proposals. If MDHS determines that any of the information provided cannot be verified or if information obtained during the course of the verification process or from prior current clients and/or programs/projects negates the responsiveness of the Proposer's Proposal, MDHS reserves the right to adjust scores appropriately and/or to disqualify that Proposal.

SECTION VII. SUBGRANT TERMS AND PROVISIONS

The terms and conditions of the Subgrant resulting from this RFP or solicitation shall include, but not necessarily be limited to, the following terms and provisions:

TERM OF AGREEMENT: The term of this Agreement shall commence approximately on _____, and end approximately on _____. Should funds continue to be made available to the Mississippi Department of Human Services through federal grant award for the operation of the Mental Health Intensive AOP services, the Mississippi Department of Human Services shall have the option to renew the Subgrant Agreement up to four (4) years on an annual basis at the same term and conditions. Renewal of the Subgrantee Agreement shall be at the sole discretion of the Mississippi Department of Human Services.

PAYMENT AND BUDGET LIMITATIONS

A. SUBGRANT AMOUNT: The Proposers Subgrant budget should be based on a budget amount not to exceed \$_____.

B. METHOD OF PAYMENT: It is understood between the parties hereto that funds supporting this Agreement will be utilized and expended as provided for in the Budget Summary Cost Summary Support Sheet(s), and Modified Zero Based Budget Narrative, attached as Exhibit C.

C. BUDGET REVISIONS: Any increase, decrease or change in the funding or budgeted line items under this Agreement shall be authorized only as provided by the Mississippi Department of Human Services' line item flexibility policy and/or as authorized by a modification to this Agreement according to Section XXIII hereof.

D. MAXIMUM PAYMENT: Notwithstanding any other provision of this Agreement, the maximum payment by MDHS to Subgrantee shall not exceed the sum of \$_____ in consideration for all performances or services provided by Subgrantee, unless specifically modified as provided herein.

RELATIONSHIP OF PARTIES: The relationship of the Subgrantee to MDHS is that of independent contractor. None of the provisions of this Agreement are intended to create nor shall they be construed to create an agency, partnership, joint venture or employee-employer relationship between MDHS and Subgrantee. Any person assigned by Subgrantee to perform the services hereunder shall be the employee of the Subgrantee. MDHS may, however, direct Subgrantee to replace any of its employees under this Subgrant. The Subgrantee will replace the employee within five (5) calendar days after receipt of notice from MDHS.

It is expressly understood and agreed that MDHS enters into this Subgrant Contract with the Subgrantee on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts or MDHS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relation of MDHS and the Subgrantee.

COMPLAINT RESOLUTION: Subgrantee shall provide a complaint resolution procedure regarding decisions on eligibility for the program, applications that are not acted upon timely, and decisions otherwise affecting benefits and services for the program funded by this Subgrant. The complaint procedures shall be carried out according to the Fair Hearing Procedure of the Mississippi Department of Human Services, a conciliation process, the Personal Responsibility and Work Opportunity Act of 1996, and/or such other procedure as may be required by MDHS, whichever is appropriate to the complaint as directed by MDHS.

CHANGES: MDHS reserves the right to change any portion of the work required under this Agreement or amend other terms, including the Scope of Services, necessary to meet federal or other operation requirements. Revision shall be made by a written amendment to this Agreement duly signed by the authorized representative of each party hereto.

SAFEGUARDING INFORMATION

A. CONFIDENTIALITY: All records and information involving applicants or recipients of services under this Subgrant shall be kept confidential. The use or disclosure of information concerning applicants and/or recipients shall be limited to purposes directly connected with the administration of the Program. Subgrantee shall take any and all steps necessary to insure the physical security of the records and information that it obtains under this Agreement, including but not limited to providing fire protection, protection against smoke and water damage, locked files, passwords, access logs or other methods to prevent loss or unauthorized access or retrieval of the records or information.

The safeguards for information to which both parties will adhere are contained in 45 Code of Federal Regulations (CFR) Section 205.50. The restrictions herein shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Subgrantee and/or its officers, agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of or under the rights of the Subgrantee. Subgrantee shall treat all State data and information to which it has access under this Subgrant as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State.

In the event that Subgrantee receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Subgrantee shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Subgrant for any reason and shall continue in full force and effect and shall be binding upon the Subgrantee and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Subgrant on behalf of, or under, the rights of the Subgrantee following any termination.

B. THIRD PARTY REQUESTS: In the event that the Subgrantee receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Subgrantee shall promptly inform MDHS and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations.

C. LIABILITY: Any liability resulting from the wrongful disclosure of confidential information on the part of the Subgrantee and/or its officers, agents, subcontractors, and/or representatives shall rest with the Subgrantee. Disclosure of any confidential information by the Subgrantee and/or its representatives or subcontractor without the express written approval of MDHS, shall result in the immediate termination of this Agreement. Nothing herein shall be construed to prevent MDHS from seeking any other remedy, in law or equity, available to it.

This Section shall survive the termination or completion of this Agreement.

TERMINATION OR SUSPENSION

A. TERMINATION SUSPENSION: If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an assurance, in the State plan or application, a notice of award, or elsewhere, MDHS may, upon giving written notice to Subgrantee, take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by MDHS;

- (2) Disallow (that is, deny both use of funds and, if applicable, matching credit for) all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the current award for the Subgrantee's program;
- (4) Withhold further awards for the Subgrantee's program; or
- (5) Take other remedies that may be legally available.

B. TERMINATION FOR CONVENIENCE: This Agreement may be terminated for convenience, in whole or in part, as follows:

- (1) By MDHS with the consent of the Subgrantee, in which case the two parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- (2) By the Subgrantee upon written notification to MDHS, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDHS determines that the remaining portion of this Subgrant will not accomplish the purposes for which the Subgrant was made, MDHS may, without the Subgrantee's consent, terminate this Subgrant in its entirety.

C. PARTIAL TERMINATION: In the event of a partial termination, the Subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

D. TERMINATION FOR CAUSE: If, through any cause, Subgrantee fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Subgrant, or if Subgrantee shall violate any of the covenants, agreements, or stipulations of this Subgrant, MDHS shall thereupon have the right to terminate the Subgrant by giving written notice to Subgrantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Subgrantee shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by Subgrantee in connection with this Subgrant. Such compensation shall be based upon the fees set forth in Paragraph IV.A, but, in no case, shall said compensation exceed the total Subgrant price. Notwithstanding the above, Subgrantee shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Subgrant by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of set off until such time as the exact amount of damages due to MDHS from Subgrantee are determined.

E. RIGHTS AND REMEDIES UPON TERMINATION OR SUSPENSION. In the event of termination or suspension as provided in this Section, Subgrantee shall be entitled to receive just and equitable compensation for unreimbursed obligations or expenses that are reasonably

and necessarily incurred in the satisfactory performance, as determined by MDHS, of this Agreement, that were incurred before the effective date of suspension or termination, and that are not in anticipation of termination or suspension. Costs of the Subgrantee resulting from obligations incurred by the Subgrantee during a suspension or after termination of this Subgrant are not allowable under this Agreement. MDHS shall not be liable for any further claims of the Subgrantee. In no case, however, shall said compensation or payment exceed the total amount of this Subgrant. Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Agreement by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDHS from Subgrantee are determined.

In case of termination or suspension as provided hereunder, all property, finished or unfinished documents, data, studies, surveys, drawings, photographs, manuals and reports or other materials prepared by or for the Subgrantee under this Agreement shall, at the option of MDHS, become the property of MDHS and shall be disposed of according to MDHS' directives.

The rights and remedies of MDHS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

AGREEMENTS BY SUBGRANTEE

A. SUBCONTRACTORS: It is understood and agreed that the Subgrantee may enter into agreements or subcontracts with eligible entities (hereinafter sometimes referred to as Subgrantee's Contractor/Subcontractor) for the provision of the services required under this Agreement. Any and all such agreements or subcontracts shall include all of the terms and conditions of this Agreement. The Subgrantee, however, shall be fully responsible for the performance of its Contractors/ Subcontractors. Copies of all subcontracts, agreements, and modifications thereto shall be forwarded to MDHS' Division of Youth Services.

B. LIABILITY OF SUBCONTRACTORS: Subgrantee agrees that in any agreement or subcontract for the provision of the services covered by this Agreement, it shall require that the contractor or subcontractor release and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor or Subcontractor and/or its officers, agents, employees, and volunteers in the performance of such services.

RECORDS AND AUDITS

A. MAINTENANCE OF RECORDS: Subgrantee shall establish and maintain financial and programmatic records, supporting documents, statistical records and other records as may be necessary to reflect the performances of the provisions of this Agreement.

B. FISCAL REQUIREMENTS AND AUDIT: Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursement and accounting for funds in accordance with this Agreement, the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501 - 7507) and revised United

States Office of Management and Budget (OMB) Circular A-133. The Subgrantee shall keep, maintain and present to MDHS, as required, necessary and proper vouchers, documentation and such other reports as may be required to support the expenditure of funds pursuant to this Agreement, and the Subgrantee shall keep and maintain bookkeeping and accounting records and procedures as the same may be established and approved by MDHS. The Subgrantee's records must be sufficient to allow MDHS to audit and monitor the Subgrantee's operation of its program and sufficient to permit the preparation of reports required by the Single Audit Act and the statutes authorizing this Subgrant. These records shall be set up in accordance with Generally Accepted Accounting Principles, MDHS' Fiscal Accountability Guidelines, and OMB Cost and Accounting Standards.

C. INDEPENDENT AUDIT: Audits shall be made by an independent auditor in accordance with the Single Audit Act Amendments of 1996, revised OMB Circular A-133, and generally accepted government standards covering financial audits.

D. AUDIT FINDINGS: Subgrantee shall receive, reply to and resolve any state and/or federal programmatic, fiscal and administrative exceptions related to this Agreement and/or any of the Subgrantee's Contractors/Subcontractors.

RECORD RETENTION AND ACCESS TO RECORDS: It is specifically understood and agreed that the Subgrantee shall provide MDHS with readily accessible and full opportunity to conduct program and/or fiscal monitoring and auditing (including through on-site visits to the Subgrantee's premises) of the Subgrantee's performance under this Agreement. MDHS, any State agency authorized to audit MDHS, the federal grantor agency, and the Comptroller General of the United States or any of their duly authorized representatives shall have the right of access to any books, documents, papers or other records of the Subgrantee that are pertinent to the services performed under this Agreement in order to make audit, examination, excerpts and/or transcripts. These records shall be retained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

MONTHLY REPORTING: Subgrantee shall furnish MDHS with written monthly reports of costs incurred, which shall contain sufficient data to permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in compliance with this Agreement. Such reports shall be due ten (10) calendar days after the close of each month, shall be complete for the period covered and shall contain financial details pertinent to the subgrant. Subgrantee shall review and discuss such reports with MDHS at such time and in such manner as may be deemed appropriate by MDHS.

TERMINATION REPORT: Subgrantee shall furnish MDHS a written termination report within ten (10) calendar days from the expiration or termination date of this Agreement, unless additional time is granted in writing by MDHS. The report shall contain information and data sufficient to show that the Subgrantee has achieved compliance with applicable financial and

programmatic requirements.

TAX REPORTS: Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDHS with a copy of such reports within ten (10) calendar days after the filing of the report(s) with the applicable state and /or federal taxing authority(ies).

PATENTS AND COPYRIGHTS AND RIGHTS IN DATA

A. PATENTS: This Agreement is not awarded for the purposes of experimental, developmental or research projects. Should the activities of Subgrantee and/or its Contractors/Subcontractors include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent rights clauses required by 35 U.S.C. Section 202 as amended by Public Law 98-620 and 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any other provisions required by applicable state and/or federal laws, rules, or regulations.

B. COPYRIGHTS AND RIGHTS IN DATA: MDHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (1) The copyright in any work developed under this Agreement or under any other agreement or contract under this Subgrant Agreement; and
- (2) Any rights of copyright to which the Subgrantee or any Subgrantee's Contractor/Subcontractor purchases ownership with Subgrant support or funds provided under this Agreement.

Subgrantee hereby assigns to MDHS all rights, title, and interest in any and all materials conceived or created by the Subgrantee, and/or its employees, agents, contractors, or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any computer programs, systems, designs, source code, work papers, operating instructions, and all other information, documents, and work in whatever form. All work papers, cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available, upon request, to MDHS or its representative(s) for review, inspection, and if desired, reproduction. Such information and documents shall be delivered to MDHS on MDHS' request therefore. Subgrantee shall maintain all master programs and master data files in a completely secure manner. Such programs and files shall be identified by program and file name. Any funding received through MDHS must be acknowledged in any advertising, print, brochures, flyers, etc. used to advertise services that the Subgrantee and/or its Contractors/Subcontractors are providing with said agency's funding.

OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS: All documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents, and/or other material collected or prepared by the Subgrantee and/or any of its Contractors/Subcontractors in connection with this Agreement shall be owned by MDHS during

the term of this Agreement and upon completion or termination of this Agreement. MDHS hereby reserves all rights to all systems, computer programs, data bases and all applications thereof and to any and all information and/or material prepared in connection with this Agreement. The Subgrantee is prohibited from use of the aforesaid information and/or material without the express prior written approval of MDHS.

PROPERTY, EQUIPMENT AND SUPPLIES: Property, equipment and supplies purchased, in whole or in part, with funds provided by MDHS shall be accounted for and disposed of in accordance with MDHS' directives, policies and procedures. Subgrantee must adequately safeguard all such property and must assure that it is used solely for purposes authorized by this Agreement. Nothing herein, however, shall be construed to authorize the Subgrantee to purchase equipment with funds provided under this Subgrant unless such is specifically allowed by Section III of this Agreement.

LIMITATION ON EXPENDITURE OF PROGRAM FUNDS: Expenses charged against funds granted herein shall not be incurred by the Subgrantee except during the period of this Agreement as set forth above and may only be incurred and paid only as necessary to the performance of the work and activities set forth in Exhibit A. All expenses obligated for the approved program must be supported by approved signed contracts, bills, or other evidence of liability consistent with MDHS established procurement procedures. Further, funds received under this Agreement and any contract or subcontract hereunder shall be used only to supplement, not supplant or duplicate, the amount of federal, state and/or local funds otherwise expended for services provided by the Subgrantee or in the Subgrantee's service area.

CONFLICT OF INTEREST: Subgrantee shall ensure that there exists no direct or indirect conflict of interest in the performance of this Subgrant and/or performance by any of the Subgrantee's/Subcontractors. Further, Subgrantee warrants that no part of any federal or state money shall be paid directly or indirectly to an employee or official of MDHS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Subgrantee in connection with any work contemplated or pertaining to this Subgrant or Agreement. Subgrantee shall strictly comply with all conflict of interest provisions or standards of conduct provisions contained in the MDHS Subgrantee/Contract Manual or any applicable state, federal, or local law, rule, or regulation.

INDEMNIFICATION: Subgrantee agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Subgrantee and/or its agents, employees, volunteers, contractors or subcontractors in the performance of this Agreement. The Subgrantee shall fully indemnify and repay MDHS any amounts provided hereunder that are found not to have been expended according to this Agreement or any amounts or costs that are disallowed by the federal grantor agency and/or by MDHS.

INSURANCE: Subgrantee represents that it will maintain workers' compensation insurance as required by law, which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, employee fidelity bond in an amount equal to twenty-five

percent (25%) of the funds awarded hereunder, and comprehensive general liability insurance. Subgrantee will furnish MDHS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. All insurance policies required under this Section shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and shall be acceptable to MDHS. The insurance required by this Section shall be maintained at all times during the course of this Agreement for the entire period hereof and MDHS must be given written notice by registered mail at least thirty (30) days in advance of any adverse modification or termination of any insurance.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of MDHS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of federal and/or state funds. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forth coming 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 MDHS for the payments or performance due under this Agreement, MDHS shall not be obligated to pay the amounts due under this Agreement; and all further obligations of MDHS under this Agreement will cease immediately, without penalty, cost or expense to MDHS of any kind whatsoever. In the event of such non-appropriation of funds or lack of funds, MDHS shall notify the Subgrantee, and this Agreement shall be null and void.

ASSIGNMENT: Subgrantee shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void. MDHS does reserve, however, the exclusive right to direct the Subgrantee to assign and/or transfer this Agreement when such course of action is mandated by the federal grantor agency. In the event that such a transfer or assignment is directed by MDHS, it, further, reserves the right to ensure adequate and proper arrangement of such transfer to assure the continued, effective performance of the purposes for which the parties entered into this Agreement.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS: Subgrantee shall comply with all applicable policies and procedures of MDHS and all applicable federal, state, and/or local laws, rules, regulations, directives, and guidelines that are now applicable or later made applicable to this Agreement and the Mississippi Department of Human Services' Subgrant/Contract Manual Revised 2012.

AMENDMENT OR MODIFICATION: Modifications, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. Except as otherwise specifically provided by MDHS' policy, any change, supplement, modification or amendment of any term, provision or condition of this Agreement must be in writing and signed by both parties hereto.

DISPUTES: Any dispute concerning a question fact under this Agreement that is not disposed of by agreement of the parties hereto shall be decided by the Director of the Division of Youth

Services. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, the Subgrantee mails or furnishes to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his/her designee, the Subgrantee will proceed in accordance with the decision of the Director of the Division of Youth Services.

In the review before the Executive Director, the Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director or designee shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof nor shall it be construed to be a modification of the terms of this Agreement.

SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAWS AND LEGAL REMEDIES: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be obligated to pay an attorney's fee or the cost of legal action to Subgrantee.

Any notice required or permitted to be given under this Agreement shall be in writing, personally delivered or sent by certified mail, to the party to whom the notice should be given at the address set forth on the Mississippi Department of Human Services' (MDHS) Subgrant/Contract Signature Sheet or at such address as the party may provide in writing from time to time.

CERTIFICATIONS OF COMPLIANCE AND ASSURANCES: This Agreement is also subject to the Standard Assurances, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, MDHS' Certification Regarding Unresolved Monitoring Findings; Unresolved Audit Findings; and Litigation Occurring within the Last Three (3) Years; the Certification of Adequate Fidelity Bonding; and the Board Member's Notification of Liability, attached hereto.

E-VERIFY: Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative

Session) and will register and participate in the status verification system for all newly hired employees. 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. Subgrantee agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subgrantee further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Subgrantee understands and agrees that any breach of these warranties may subject Subgrantee to the following: (a) termination of this Agreement 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, or (b) the loss of any license permit, certification or other document granted to Subgrantee by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Subgrantee would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

NOTICE: Notice as required by the terms of this Agreement shall be by certified United States mail return receipt requested, postage prepaid, to the Parties addressed to their respective usual business address; or notice may be hand delivered to the respective Party whose signature appears on this Agreement as MDHS or Subgrantee. The Parties agree to notify each other of any change of address within five (5) days of such change.



STATE OF MISSISSIPPI
Phil Bryant, Governor
DEPARTMENT OF HUMAN SERVICES
Richard A. Berry
Executive Director

REQUEST FOR PROPOSALS, (RFP) (AOP#005)

**MENTAL HEALTH INTENSIVE
ADOLESCENT OPPORTUNITY PROGRAM (AOP)**

EXHIBIT A

Exhibit A includes:

- Cover Sheet

**Mississippi Department of Human Services
Proposal Cover Sheet**

Name of Specific Initiative: _____

Number _____
For Office Use

Date Submitted: _____

5. Person to contact regarding this Proposal:

1. Applicant organization _____

Name: _____

Name: _____

Title: _____

Mailing Address: _____

Address: _____

Phone: (____) _____

Phone: (____) _____

6. Proposed Project Director: _____

Fax: (____) _____

Email: _____

7. Title of Proposed Project: _____

2. Chief Executive Officer _____

3. Organization's tax ID # _____

4. Organization DUNS # _____

5. Amount of Funding requested: _____

Provide a brief description of the proposed project (Limited to space provided)

Authorized Representative (No stamped signature)

Date



STATE OF MISSISSIPPI
Phil Bryant, Governor
DEPARTMENT OF HUMAN SERVICES
Richard A. Berry
Executive Director

REQUEST FOR PROPOSALS, (RFP) (AOP#005)

**MENTAL HEALTH INTENSIVE
ADOLESCENT OPPORTUNITY PROGRAM (AOP)**

EXHIBIT B

Exhibit B includes:

- Board Member's Notification of Liability
- Standard Assurances and Certifications

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
BOARD MEMBER'S NOTIFICATION OF LIABILITY**

LIABILITY

MDHS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, liabilities, suits damages and cost of every kind and nature whatsoever, including court cost and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant. The subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement to this effect prior to receiving funds under this Subgrant.

I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by _____ of liability in the event that _____ misuses funds or fails to perform according to the provision of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Authorized Official Signature: _____

Name: _____

Organization: _____

Date: _____

Witness: _____

Date: _____

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4****OVERVIEW**

Each Subgrantee and any lower-tier subrecipient must assure that it will comply with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDHS. The MDHS Subgrantee must also ensure that any lower-tier subgrants it issues through funds received from MDHS will require the lower-tier subrecipient to comply with these same regulations. The assurances listed in this section may not be applicable to a particular project or program, and there may be additional assurances required by certain Federal awarding agencies.

In addition, each subgrantee must certify in writing that it will comply with the following regulations:

- Lobbying;
- Suspension and Debarment;
- Drug-Free Workplace;
- Unresolved Monitoring and Audit Findings; and
- Fidelity Bond Coverage.

STANDARD ASSURANCES

The Subgrantee assures that it:

1. Has the legal authority to apply for and receive the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required;
2. Shall give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, or any of their authorized representatives, access to and the right to examine and copy all records, books, papers, documents, or items related to the subgrant;
3. Shall establish and maintain both fiscal and program controls and accounting procedures in accordance with Generally Accepted Accounting Principles and Federal grantor agency and MDHS directives; and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain all such records, books, papers, documents, or items for a period of at least three (3) years from the date of submission of the final reporting worksheet, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later;

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4**

4. Shall comply with the Single Audit Act Amendments of 1996;
5. Shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain;
6. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;

Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; and

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4**

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

7. Shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968;
8. Shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;
9. Shall comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements;
11. Shall conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;
12. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
13. Shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration; and
14. Shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4**

15. Shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;
 16. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974;
 17. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (I) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;
 18. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;
 19. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant;
-
20. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant;
 21. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
 22. Shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division;
 23. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4**

24. Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;
 25. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
 26. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;
 27. Shall comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.
 28. Will comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.
-

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4****REQUIRED CERTIFICATIONS****I. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4****II. SUSPENSION AND DEBARMENT
AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549 and 12689, Suspension and Debarment--

- The Subgrantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
 - (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988--

- As a condition of the subgrant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the subgrant; and
- If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any subgrant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to MDHS.

STANDARD ASSURANCES AND CERTIFICATIONS**Section 4**

OR

III. DRUG-FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 --

- The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying MDHS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;



STATE OF MISSISSIPPI
Phil Bryant, Governor
DEPARTMENT OF HUMAN SERVICES
Richard A. Berry
Executive Director

REQUEST FOR PROPOSALS, (RFP) (AOP#005)

**MENTAL HEALTH INTENSIVE
ADOLESCENT OPPORTUNITY PROGRAM (AOP)**

EXHIBIT C

Exhibit C includes:

- Cost Summary Support Sheet
- Modified Zero Based Budget Narrative
- Budget Forms

**Mississippi Department of Human Services
COST SUMMARY SUPPORT SHEET**

The Cost Summary Support Sheet (MDHS-CSSS-1007) is used to identify each of the budget categories and line items authorized under each of the budget activities on the Budget Summary (MDHS-BS-1006) and to provide a description of the item and the basis for valuation or cost.

Instructions

(1) *Applicant Agency*

Enter the name of the subgrantee.

(2) *Subgrant Number*

To be assigned by MDHS Division of Budgets and Accounting.

(3) *Grant ID*

To be provided by MDHS funding division.

(4) *Beginning*

Enter the start date for the subgrant period. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed beginning date.

(5) *Ending*

Enter the date the subgrant period expires. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed ending date.

(6) *Activity*

Enter the activity as listed in Item 8 of the Budget Summary.

(7) For MDHS use only.

(8) *Budget Category*

Enter each budget category exactly as authorized in the subgrant. The budget categories that may be used are:

- | | | |
|--------------------|-----------------------------|---------------------------|
| a. Salaries | d. Contractual Services | g. Capital Outlay - Other |
| b. Fringe Benefits | e. Commodities | h. Subsidies/Loans/Grants |
| c. Travel | f. Capital Outlay-Equipment | i. Indirect Cost |

(9) *Budget Amount*

In the appropriate column, enter the amount in each line item to be paid from federal funds and from all other funding sources (i.e., state/local/private funds, in-kind match, or program income)

FINANCIAL MANAGEMENT

BUDGET PREPARATION

The budget is a tool used by the subgrantee to express its planned goals and objectives. It is a management tool to be used in addressing general management functions such as planning, operational performance, and control. The subgrantee fiscal staff shall have on file the currently approved subgrant budget including any approved modifications. The required forms and accompanying instructions that shall be used in preparing a budget for MDHS subgrants are:

- Budget Summary (MDHS-BS-1006): A compilation of the detailed data contained in the Cost Summary Support Sheet (MDHS-CSSS-1007).
- Cost Summary Support Sheet: A listing of the various budget categories separated for each activity on the Budget Summary.
- Budget Narrative: A written justification adequately explaining the subgrantee's funding needs. The narrative shall relate funding needs to the operation of individual programs or activities. Sufficient detail within each line item of expenditure and each activity shall be used to clearly explain the funding needs of the operation. Insufficient narrative justification will preclude favorable consideration of requested funding levels. (See the Sample Budget Narrative at the end of this section.)

Budget Activities

Each MDHS subgrant shall be organized and budgeted by activities according to the major functions necessary to accomplish the goals and objectives of the subgrant. This grouping by activities shall be used in preparing the Budget Summary and Cost Summary Support Sheets as well as the Budget Narrative.

If any administrative costs (direct or indirect) are included in the subgrant, they shall be budgeted in an Administration activity subject to any limits on the amount of administration that may be charged to the subgrant. Subgrantees shall consult with the MDHS funding division to determine which activities are allowable under the subgrant and whether there are any limits on the amount of administrative costs that may be charged to the subgrant.

Budget Categories

Funds authorized under MDHS subgrants shall be separated into the following Budget Categories. Amounts budgeted shall also be identified by the source of funds, i.e., Federal, State, Local, and/or Program Income.

- | | |
|-------------------------|--------------------------------|
| a. Salaries and Wages | f. Capital Outlay – Equipment |
| b. Fringe Benefits | g. Capital Outlay - Other |
| c. Travel | h. Subsidies, Loans and Grants |
| d. Contractual Services | i. Indirect Costs |
| e. Commodities | |

Salaries and Wages:

Payments made to officers and employees of a subgrantee as compensation for personal services based on the percentage of time dedicated to the subgrant. The salary budget category shall contain a line item or listing of each position authorized and the salary amount to be paid to each full-time employee and/or the hourly rate authorized and number of hours authorized for each part-time employee charged to the subgrant. The salary budget category shall be strictly adhered to unless a formal modification of the subgrant is approved. A vacant position may be filled at or below the budgeted rate only and no additional positions may be charged to the subgrant unless authorized.

Fringe Benefits:

Payments made for the employer's portion of expenses for social security (F.I.C.A. and Medicare), employee health, life, and/or disability insurance premiums, worker's compensation insurance, unemployment insurance, and pension plan costs. The fringe benefits budget category may include compensation paid to employees during periods of authorized absences from the job for vacation leave, sick leave, and/or military leave provided such costs are absorbed by all of the subgrantee's activities in proportion to the relative amount of time or effort devoted to each activity. The fringe benefits budget category shall contain a line item or listing of each fringe benefit authorized on the Cost Summary Support Sheet and in the Budget Narrative. Fringe benefits shall be limited to no more than 30% of salaries, unless justification is submitted in the budget narrative, and approved by funding division. The amounts withheld from the employee's gross pay (i.e., federal and state taxes, employee health/life/disability insurance premiums) cannot be budgeted or claimed for reimbursement under the subgrant as fringe benefits.

Travel:

Payments for transportation, lodging, subsistence and related costs to employees, officers, and volunteers who are in travel status on official business. Travel includes reimbursement for in-state travel, out-of-state costs for conferences, meetings, etc., and staff reimbursement for the use of privately owned vehicles for project-related functions. The rate of reimbursement per mile will be at the rate approved by The Department of Finance and Administration on the date that travel was performed as long as the total amount of the subgrant award charged with the expense is not exceeded.

Meal costs will be reimbursed based upon the actual cost of each meal, up to the maximum daily meal rate, and receipts will not be required for meals reimbursed through subgrants funded by MDHS. No travel shall be allowed for employees funded through other programs unless approved by MDHS. (See the Travel section of this manual for specific details.)

Contractual Services:

Payments for services rendered by persons other than by employees of the subgrantee under formal, written, contractual agreements. Examples include: postage, telephone/Internet/pager service, utilities, rent, repair or service agreements, service charges, computer software, or contract workers that are independent contractors. (See the Procurement and Purchasing section of this manual for details on acquiring contractual services.)

Commodities:

Payments for materials and supplies with an initial unit cost less than \$1,000.00 (one thousand dollars) which are used to benefit the subgrant and which are not one of the items required to be reported on inventory regardless of the purchase price. Examples include: snacks for eligible clients, office supplies, training materials, fuel for vehicles, furniture and equipment costing less than \$1,000.00 (one thousand dollars), etc. (See the Inventory Management section of this manual for specific exceptions.)

Capital Outlay - Equipment:

Payments for the purchase of equipment, machinery, furniture and fixtures with a unit cost of \$1,000.00 (one thousand dollars) or more and any items which are required to be reported on inventory; **or**, payments for compensation for the use of equipment on hand through depreciation or use allowance charges computed in accordance with the cost principles applicable to the subgrantee. Examples include: computers, printers, office furniture, telephone systems, motor vehicles, etc. (Refer to the Inventory Management section of this manual for details.)

Capital Outlay - Other:

Payments for improvements to buildings that materially increase the value or useful life of the building; **or**, payments for compensation for the use of buildings through depreciation or use allowance charges computed in accordance with the cost principles applicable to the subgrantee.

Subsidies, Loans and Grants:

Payments made for assistance to clients and/or for lower-tier subgrants to governmental and non-governmental entities or individuals.

Indirect Costs:

Payments for the recovery of actual costs allocated to MDHS subgrants in accordance with an agency-wide cost allocation plan or indirect cost rate agreement that complies with the cost principles applicable to the subgrantee organization.

Line Item Flexibility

Transfers of budgeted amounts between budget categories within an activity shall be restricted to no more than ten percent (10%) of the amount authorized in the receiving budget category. No funds shall be transferred into the Equipment budget category and no funds shall be transferred into or out of the Salaries, Fringe Benefits, or Indirect Costs budget categories without the submission and approval of a the long form subgrant modification. There shall be no flexibility allowed between activities. For example, if the total amount authorized in the Commodities budget category is \$1,000.00 (one thousand dollars), the subgrantee may expend up to \$1,100.00 (one thousand one hundred dollars) for Commodities as long funds are available from another budget category such as Travel or Contractual Services.

FIDELITY BOND REQUIREMENT

Employees or Board Members of subgrantees, with fiscal responsibility, shall have a fidelity/dishonesty bond in the amount of 25% of the total subgrant amount. Fiscal responsibility includes:

1. Those personnel who directly authorize the disbursement of funds;
2. Those personnel who approve the request for funds disbursement;
3. Those personnel with check issuance authority; and,
4. Those personnel who receive or deposit funds or reconcile financial

**EXAMPLE
MODIFIED ZERO-BASED BUDGET NARRATIVE**

Budget Narrative

The Budget Narrative is used by subgrantees to provide a complete description of each item of cost under each budget category for each budget activity under the subgrant. The budget narrative shall include any relevant information necessary to describe the item of cost, or the source of funding the cost, or the method of allocating the cost to the subgrant and/or budget activity. Description of Item and Basis for Valuation or Cost: Enter a brief description of each line item and the basis for valuation of the item or cost. Each position authorized under salaries and wages, and each item under fringe benefits or equipment shall be specifically identified. For example:

I. Administration Budget Activity

Salaries	<p><i>Project Director</i> - This position handles the administrative functions involved in running the four locally operated day care centers. The ratio of children eligible under this subgrant to the total children served at each center is 25%, which will be used to allocate shared costs. Full-time position, 25% of time at \$25,650 per year</p> <p style="text-align: right;">\$6,412.50</p> <p><i>Secretary/Bookkeeper</i> – This position maintains all records for the day care centers. Full-time position, 25% of time at \$13,960 per year</p> <p style="text-align: right;">\$3,490.00</p> <p style="text-align: right;">Total Administration Salaries \$9,902.50</p>
Fringe Benefits	<p><i>FICA</i> - 7.65% of gross salaries \$757.54</p> <p><i>Workmen's Compensation</i> - 3% of gross salaries \$297.08</p> <p><i>Health Insurance</i> - \$120 per mo. per employee for 12 mos. x 25% \$720.00</p> <p style="text-align: right;">Total Administration Fringe Benefits \$1,774.62</p>
Travel	<p>Project Director is anticipated to visit day care sites at least quarterly.</p> <p><i>Mileage</i> estimated at 600 miles x \$0.51 per mile x 25% \$76.50</p> <p><i>In-Service Training</i> (2 sessions at \$240 each x 25%) \$120.00</p> <p style="text-align: right;">Total Administration Travel \$196.50</p>
Commodities	<p><i>Office Supplies</i> - Paper, pens, calculator tape, etc. \$200 x 25% \$50.00</p> <p><i>Office Furniture</i> - Secretarial Desk at \$300 and Chair at \$100 x 25% \$100.00</p> <p style="text-align: right;">Total Administration Commodities \$150.00</p>

I. Administration Budget Activity (continued)

Indirect Costs	The organization-wide indirect cost rate agreement distributes all general administrative costs and central office facilities cost based on the total amount of direct salaries and fringe benefits of full-time employees. The approved indirect cost rate is 7% x Admin. Salaries - \$9,902.50 + Fringe Benefits \$1,774.62	
	Total Indirect Costs	\$ 817.40
	Total for the Administration Budget Activity	\$12,841.02

II. Child Day Care Budget Activity

Salaries	<i>4 Day Care Supervisors</i> at \$20,000 per year - \$ 80,000 x 25% \$20,000.00 <i>12 Day Care Teachers</i> at \$17,000 per year - \$204,000 x 25% \$51,000.00 <i>12 P-T Teachers Aides</i> at \$7.50/hr x 5 hrs per day x 260 x 25% \$29,250.00 Total Salaries \$100,250.00					
Fringe Benefits	<i>FICA</i> - 7.65% of gross salaries \$7,669.13 <i>Workmen's Compensation</i> - 3% of gross salaries \$3,007.50 <i>Health Insurance</i> - \$120! mo. x 12 mos. x 16 F-T employees x 25% \$5,760.00 Total Fringe Benefits \$16,436.63					
Travel	<i>Mileage</i> to attend in-service training at central office twice per year for each Day Care Supervisor 500 miles x 4 x \$0.51 x 25% \$1,920.00 <i>In-Service Training</i> for 16 full-time employees (2 sessions at <table border="0" style="float: right; margin-top: -10px;"> <tr> <td style="text-align: right;">Total Travel</td> <td style="text-align: right;">\$255.00</td> </tr> </table>	Total Travel	\$255.00			
Total Travel	\$255.00					
Contractual Services	<i>Software</i> - License agreements for the use of new software applications necessary to effectively operate each of the four child care centers, including: <table border="0" style="float: right; margin-top: -10px;"> <tr> <td style="text-align: right;">\$2,175.00</td> </tr> </table> <i>Utilities</i> for each of the four (4) child care centers, including: <table border="0" style="float: right; margin-top: -10px;"> <tr> <td style="text-align: right;">\$960.00</td> </tr> <tr> <td style="text-align: right;">\$2,400.00</td> </tr> <tr> <td style="text-align: right;">\$600.00</td> </tr> <tr> <td style="text-align: right;">\$4,460.00</td> </tr> </table>	\$2,175.00	\$960.00	\$2,400.00	\$600.00	\$4,460.00
\$2,175.00						
\$960.00						
\$2,400.00						
\$600.00						
\$4,460.00						

II. Child Day Care Budget Activity (Continued)

Commodities	<i>Art Supplies</i> (4 centers @ \$100 per year x 25%)	\$100.00
	<i>Paper Supplies</i> - towels, tissues, diapers, etc. (4 centers @ \$600 per year x 25%)	\$600.00
	<i>Replacement furniture</i> : 64 chairs @ \$25.00 each x 25%	\$400.00
	16 small tables @ \$50.00 each x 25%	\$200.00
	Total Commodities	\$1,300.00
Capital Outlay- Equipment	<i>Four (4) Commercial grade Refrigerators</i> (one at each location) at \$2,000 each x 25%	\$2,000.00
	<i>One color printer</i> at \$300 x 25%	\$75.00
	Total Capital Outlay - Equipment	\$2,075.00
Capital Outlay - Other	Use Allowances for compensation for the use of the four child care center buildings based on the acquisition cost of the buildings and computed at an annual rate not exceeding two percent (2%) of the acquisition cost, as follows:	
	1. <i>Center A</i> at \$52,000 acquisition cost x 2% use allowance x 25%	\$260.00
	2. <i>Center B</i> at \$60,000 acquisition cost x 2% use allowance x 25%	\$300.00
	3. <i>Center C</i> at \$64,000 acquisition cost x 2% use allowance x 25%	\$320.00
	4. <i>Center D</i> at \$110,000 acquisition cost x 2% use allowance x 25%	\$550.00
	Total Capital Outlay - Other	\$1,430.00
	Total for the Child Day Care Budget Activity	\$128,126.63
	Grand Total for the Entire Subgrant	\$140,967.65

**Mississippi Department of Human Services
 BUDGET SUMMARY**

Page ____ of ____ Pages

1. Applicant Agency							
2. Subgrant Number		3. Grant ID TANF FFY 15		4. Beginning October 1, 2014		5. Ending September 30, 2015	
6. Submitted as Part of (check one):							
A. Funding Request ()		B. Modification ()		Modification Effective Date:			
7. For MDHS Use Only	8. Budget Activity	Funding Sources					
		Federal	State	Local	Program	In-Kind	Total
	Administration						
	Counseling Services						
	TOTAL						

**Mississippi Department of Human Services
 COST SUMMARY SUPPORT SHEET**

1. Applicant Agency							
2. Subgrant Number		3. Grant ID		4. Beginning		5. Ending	
30, 2015		TANF FFY 15		October 1, 2014		September	
6. Activity							
7. For MDHS Use Only	8. Budget Category	9. Budget					
		Federal	State	Local	Program	In-Kind	Total
	TOTAL						



STATE OF MISSISSIPPI
Phil Bryant, Governor
DEPARTMENT OF HUMAN SERVICES
Richard A. Berry
Executive Director

REQUEST FOR PROPOSALS, (RFP) (AOP#005)

**MENTAL HEALTH INTENSIVE
ADOLESCENT OPPORTUNITY PROGRAM (AOP)**

Exhibit D

Exhibit D includes:

- System Award Management –(SAM) Registration



STATE OF MISSISSIPPI
Phil Bryant, Governor
DEPARTMENT OF HUMAN SERVICES
Richard A. Berry
Executive Director

REQUEST FOR PROPOSALS, (RFP) (AOP#005)

**MENTAL HEALTH INTENSIVE
ADOLESCENT OPPORTUNITY PROGRAM (AOP)**

Exhibit E

Exhibit E: Subgrant Contract Required Documentation:

- Federal Debarment,
- Partnership for Debarment,
- Minority Vendor Self Certification Form,

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF YOUTH SERVICES

PARTNERSHIP DEBARMENT VERIFICATION

_____, hereby certifies that all entities who are in partnership with
Subgrantee's/Contractor's Name

MDHS (subcontractors, subrecipients, et al.) are not on the list for debarment found in the Excluded Parties List System (EPLS), now known as System for Award Management (SAM). Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every subgrant and modification to the Division of

Youth Services . _____ also understands that if an
Subgrantee's/Contractor's Name

entity that we are in partnership with is on SAM, we will immediately terminate our agreement with the subcontractor, subrecipient, et al.

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

Witness

Witness

STATE OF MISSISSIPPI
Minority Vendor Self Certification Form

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____
Address: _____ Post Office Box: _____
City: _____ State: _____ Zip: _____
Telephone #: _____ Tax I.D.: _____
SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57 – 69 and the Small Business Act 15 USCS, Section 637(a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

____ APPLICABLE

____ NOT APPLICABLE

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

- ____ A (Asian Indian)
- ____ B (Asian Pacific)
- ____ C (Black American)
- ____ D (Hispanic American)
- ____ E (Native American)

Women Business Enterprise

- ____ M (Asian-Indian)
- ____ N (Asian Pacific)
- ____ O (Black American)
- ____ P (Hispanic American)
- ____ Q (Native American)
- ____ R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____
Date: _____ Title: _____ Name Printed: _____

MISSISSIPPI MINORITY BUSINESS ENTERPRISE ACT 57-69

MINORITY as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

MINORITY OWNED BUSINESS or MINORITY BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is owned and controlled by one or more individuals or minority business enterprises, at least seventy-five (75%) of whom are resident citizens of the State of Mississippi.

OWNED AND CONTROLLED as used in this provision means a business in which one or more minorities or minority business enterprises that owns and controls at least 51%, or in the case of a corporation at least 51% of the voting stock and control the management and daily business operations of the business.

SMALL BUSINESS ACT 15 USCS, SECTION 637 (a)

For the purposes of this provision, the term socially and economically disadvantaged small business concern means any small business concern which is at least 51% unconditionally owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least 51% of the stock is unconditionally owned by one or more socially and economically disadvantaged individuals, and the management and daily business operations of such small business concern are controlled by one or more socially and economically disadvantaged individuals.

SOCIALLY DISADVANTAGED as used in this provision means individuals who have been subjected to racial and ethnic prejudice or cultural bias because of their identity as members of group and without regard to their individual qualities.

ECONOMICALLY DISADVANTAGED as used in this provision means individuals who are socially disadvantaged whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities the Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individual. In determining the economic disadvantage of an Indian tribe, the Administration shall consider, where available, information such as the following: the per capita income of members of the tribe excluding judgment awards, the percentage of the local Indian population below the poverty level, and the tribes access to capital markets.

WOMEN OWNED BUSINESS or WOMEN BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is at least 51% owned by one or more women; and whose management and daily business operations are controlled by one or more women or women business enterprises.

To view the above mentioned Acts in their entirety log onto www.mississippi.org and www.4.law.cornell.edu

