



**Christopher Freeze  
Executive Director**

## **REQUEST FOR PROPOSALS (RFP)**

**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) SERVICES  
RFP No. 19100101 TANF APA  
Afterschool Program Activities**

Issue Date: October 1, 2019

### **CLOSING LOCATION**

Mississippi Department of Human Services  
200 South Lamar Street  
Jackson, Mississippi 39201

### **CLOSING DATE AND TIME**

Proposals must be received by November 15, 2019, 2:00 PM, CST

### **PROPOSAL COORDINATOR**

Bryan C. Wardlaw – Chief Procurement Officer  
Telephone: (601) 359-4500  
E-Mail: [bryan.wardlaw@mdhs.ms.gov](mailto:bryan.wardlaw@mdhs.ms.gov)

**MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES**

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## SECTION 1

### 1.1 Proposal Acceptance Period

Respondents shall submit one (1) original, signed proposal and *eight (8) copies* in a sealed envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of proposals:

**MDHS Procurement Services  
RFP #19100101 TANF APA  
200 South Lamar Street  
Jackson, Mississippi 39201**

**The *eight (8) copies* MUST meet the following requirements:**

- **One (1) physical copy of the original signed proposal; and**
- **Seven (7) USB flash drives containing an electronic copy of the original signed proposal in a searchable Adobe Acrobat (PDF) format.**

Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and retained unopened as part of the procurement file. The envelope or package shall be marked with the proposal opening date and time, and the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by MDHS staff. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. MDHS reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the MDHS may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

#### 1.1.1 Timeline

Request for Proposals Issue Date:	October 1, 2019
Deadline for Written Questions and Requests for Clarification to MDHS:	October 16, 2019, 2:00PM CT
Anticipated Posting of Written Answers:	October 24, 2019
Required Letter of Intent Deadline	November 1, 2019; 2:00 PM, CT
Proposal Submission Deadline:	November 15, 2019; 2:00 PM CT
Proposal Opening:	November 15, 2019; 3:00PM CT
Anticipated Proposal Evaluation:	November 25, 2019
Anticipated Award Notification:	December 13, 2019

***Note: MDHS reserves the right to adjust this schedule as it deems necessary. MDHS also has the right to reject any and all proposals during any step of the procurement or awarding process (even after negotiations have begun).***

### **1.1.2 Rejection of Proposals**

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MDHS. Proposals may be rejected for reasons which include, but are not limited to, the following:

- A. The proposal contains unauthorized amendments to the requirements of the RFP.
- B. The proposal fails to include **MANDATORY** provisions as designated in the RFP.
- C. The proposal is conditional.
- D. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- E. The proposal is received late. Late proposals will be maintained unopened in the procurement file.
- F. The proposal is not signed by an authorized representative of the party.
- G. The proposal contains false or misleading statements or references.
- H. The proposal does not offer to provide all services required by the RFP.
- I. The proposal fails to follow the required format of Sec. 4.3.

### **1.2 Expenses Incurred in Preparing Offers**

The MDHS accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

### **1.3 Proprietary Information (MANDATORY)**

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. The respondent shall submit a completed Proprietary Information Form, attached to this RFP as Attachment C.

### **1.4 Registration with Mississippi Secretary of State**

By submitting a proposal, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

### **1.5 Debarment (MANDATORY)**

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for subgrants issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The respondent

shall submit a completed MDHS Debarment Verification Form, attached to this RFP as Attachment B. The MDHS reserves the right to deem any proposal not containing an executed MDHS Debarment Verification Form as non-responsive to the IFB.

#### **1.6 Required Letter of Intent (MANDATORY)**

Respondents shall notify MDHS of their intention to submit a proposal. The letter of intent shall be submitted via email to [Bryan.Wardlaw@mdhs.ms.gov](mailto:Bryan.Wardlaw@mdhs.ms.gov) by **November 1, 2019 at 2:00 p.m., C.T.** The letter of intent shall include the title of this RFP, the Respondent's organizational name and address, one (1) to two (2) sentences stating that the Respondent's organization intends to submit a proposal for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and Authorized Representative's email address. MDHS shall acknowledge receipt of letter of intent via email. MDHS accepts no responsibility for equipment or user errors. MDHS will not accept, open, or consider for evaluation any proposal from a Respondent that failed to submit the Required Letter of Intent.

#### **1.7 Competitive Proposals**

Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDHS also reserves the right to accept any proposal as submitted for subgrant award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Respondents submitting proposals in response to this RFP may be required, at MDHS' discretion, to make an oral presentation of their proposals. The objectives of such presentations will be to clarify any questions MDHS may have regarding proposed services and costs to assist MDHS in arriving at a final selection. Toward this end, Respondents shall have employees selected from key management positions available for attendance if a presentation is required. MDHS will schedule the time and location of these presentations. These oral presentations are an option of MDHS and may not be conducted.

#### **1.8 Additional Information**

All questions and requests for clarification concerning this procurement document must clearly identify the specified paragraph and be submitted in writing to Bryan C. Wardlaw at [Bryan.Wardlaw@mdhs.ms.gov](mailto:Bryan.Wardlaw@mdhs.ms.gov) by the deadline reflected in Section 1.1.1. MDHS will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by MDHS. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document. At no time shall any respondent or its personnel contact, or attempt to contact, any MDHS staff regarding this RFP except in writing addressed to the contact person as set forth and in the manner prescribed in this section.

**Acknowledgement of Amendments:** Should an amendment to the RFP be issued, it will be posted on the MDHS website (<http://www.mdhs.ms.gov>) in a manner that all

respondents will be able to view. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the amendment, or by letter. The acknowledgment should be received by the MDHS by the time and at the place specified for receipt of proposals as reflected in Section 1.1.1. It is the respondent's sole responsibility to monitor the website for amendments to the RFP.

This RFP, all questions, requests for clarification, and answers will be published on the Mississippi Department of Human Services (hereinafter "MDHS") website (<http://www.mdhs.ms.gov>) in a manner that all Respondents will be able to view by the date reflected in Section 1.1.1.

### **1.9 Type of Contract and Payment for Services**

Agreement(s) for services resulting from this RFP will be in the form of a firm fixed price subgrant. Payments for services will be on a Cost Reimbursement basis as detailed and required in the most current version of the MDHS Subgrantee manual.

Awarded Subgrantees may submit an initial payment request projecting its cash needs for the first 60 days of the subgrant period. Subgrantees must submit this initial payment request through a Cash Advance Claim Support Form at least 20 days prior to the date funds are needed. This form is required at least 20 days prior to the date that funds will be needed to allow time for MDHS Program and Budget divisions as well as DFA to process. **All payment requests following the initial payment request will be on a Cost Reimbursement basis.**

Payment will be requested by submission of a Claim Form documenting services of any negotiated subgrant agreement. Any Subgrantee request for payment shall comply with MDHS and State of Mississippi accounting system requirements.

### **1.10 Written Proposals**

Proposals shall be in writing, indexed, and divided by sections to allow for ease of handling and review by MDHS.

## **SECTION 2**

### **2.1 Purpose**

The Mississippi Department of Human Services (MDHS) is committed to helping Mississippi families transition from a state of crisis to a state of self-sufficiency. To accomplish this mission, MDHS plans to invest the resources at its disposal, primarily the Temporary Assistance for Needy Families (TANF) block grant dollars, in concert with private and public partners to leverage and maximize those resources.

The purpose of this RFP is to identify and select partner(s) that can most effectively and cost efficiently provide **Afterschool Program Activities** with measurable outcomes to Mississippi families as further outlined in Section 2.3 of this RFP. For these services, MDHS intends to dedicate TANF 2020 funding in an amount not to exceed **\$15 million**

through either a single subgrant or multiple subgrants which, in the aggregate, total the aforementioned “not to exceed” amount.

Federal and State statutes and regulations govern the program. These mandates set performance standards for quantity and quality of work. Failure to meet these requirements may result in large penalties to the State. Certain other legal responsibilities are established, such as duties of confidentiality. **The potential Subgrantee shall be subject to these same requirements and will assume liability for Federal or State penalties due to potential Subgrantee performance issues or breach of confidentiality requirements as determined by MDHS.**

## 2.2 Definitions

**At-Risk Youth** - Youth that have school disciplinary problems not referred to the youth court and youth who have completed parole or probation and no longer under the jurisdiction of the youth court.

**High Poverty/Low Performing Schools** - Schools where seventy-five percent (75%) of students are eligible to receive free or reduced-priced lunch and the school district accountability rating is “C”, “D”, or “F”.

**High Poverty Areas** - Defined by the US census as areas with "40 percent of the tract population living below the federal poverty threshold."

**Work Based Learning** - A strategy that provides students with real-life work experiences where they can apply academic and technical skills and develop their employability.

**Trauma Informed Delivery Program** - An organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.

## 2.3 Scope of Services – Afterschool Program Activities

MDHS is soliciting non-profit organizations to implement a program for age appropriate services, in multiple locations, with a priority given to entities that target children and youth attending high poverty/low performing schools or at-risk youth attending schools in high poverty areas where high juvenile justice referrals take place. Programs will service the target populations during non-school hours or periods when school is not in session such as afterschool and summer recess. Programs will also commit to 50% of the total served being a SNAP or TANF recipient. Providers being reimbursed for the care of children from the Childcare Development Funds (CCDF) grant cannot be reimbursed for those same children under this RFP.

**Respondents shall adhere to the proposal limitation of 10 pages in providing its responses to Sec. 2.3 of the RFP.**

## **A. Service Area Description**

MDHS is seeking a partnership or partnerships to provide Afterschool Program Activities throughout the entire State of Mississippi. Respondents must describe the service area within the State of Mississippi where Afterschool Program Activities will be provided. The service area description should include the following information:

1. List of Mississippi counties where service will be provided;
2. Description and Number of participants served in each county; and
3. Partnership Information\* (as applicable).

Respondents may propose to provide services statewide or for a geographical area of the state that includes a specific number of counties.

Respondents may partner together to serve a geographical region encompassing specific counties. However, only one (1) respondent shall submit a proposal for the geographical area(s) served and that respondent shall serve as the Lead Agency. The Lead Agency's proposal shall include a single, total cost for services that reflects all geographical regions served through its partnerships.

The Lead Agency shall be responsible for hiring and managing all qualified staff, securing signed written agreements with other entities to provide coverage in the selected geographical area, assure program compliance, spending oversight of funds by sub-recipients or contractors, monitoring the programs and services, and take full responsibility of any sub-recipient that has entered into an agreement to provide services and do not meet their obligations. The Lead Agency will serve as the single point of contact for all program issues.

\*Partnership Information shall include the following:

- a) Partner's legal name and physical address;
- b) Partner's primary point of contact along with contact information (phone number, email);
- c) Partner's geographic service area;
- d) Partner's role in providing programmatic services in designated geographic area; and
- e) Partner's proportionate cost.

## **B. Service Description**

- 1) Respondent must describe in detail its ability to provide Afterschool Program Activities through the following services with emphasis on:
  - a. Programs that assist students who have been truant, suspended, expelled to allow students to improve their academic achievement;
  - b. Literacy;
  - c. Academic Tutoring Services and Remedial Education Activities;
  - d. Career Exploration Assessment and Activities;
  - e. Leadership and Personal Development; and
  - f. Work Based Learning Activities.

- 2) In addition, Respondent must describe in detail its ability to provide:
  - a. Teen Pregnancy Prevention; and
  - b. Drug and Violence Prevention Programs.
  
- 3) Respondent must describe in detail its ability to complete some, if not all, of the following duties:
  - a. Outline specific capabilities to work with MDHS youth services and local school systems to provide a quality program designed to keep at-risk youth in the classroom or be reintroduced back into the classroom to improve attendance, engagement and academic performance;
  - b. Collaborate with partners such as but not limited to the Child and Adult Care Food Program (CACFP) to connect participating families with food for families with students participating in non-school activities through afterschool or summer recess programs;
  - c. Provide direct or other means of transportation to and from the program services site;
  - d. Provide literacy and academic development programs and literacy enhancement;
  - e. Offer a broad array of additional services to include but not limited to drug, violence and pregnancy prevention programs, health and wellness programs;
  - f. Plan educational activities, communicate with the student's school to arrange homework and provide tutoring services (including those provided by senior citizen volunteers) in areas of need, supervising the completion of assignments in both group and individual settings as to improve the academic performance in subjects to include reading /language arts and mathematics of students who are low performing/failing or at high risk of failure as identified through state and local assessments;
  - g. Offer programs with a focus on soft skills training to include but not limited to: problem solving, critical thinking, communication, teamwork, flexibility and adaptation, interpersonal skills, and mentorship;
  - h. Provide opportunities for work based learning to develop employability
  - i. Administer financial literacy education programs enabling the students to be eligible for credit recovery or attainment;
  - j. Outline efforts to collaborate with or assist in the implementation of a school's Career and Technical Student Organization.
  - k. Demonstrate the ability to provide or collaborate with partners such as but not limited to local workforce authorities and community colleges to conduct career exploration assessments and activities in efforts to connect students to short term sector strategy training programs  
<https://www2.ed.gov/about/offices/list/osers/rsa/wioa/state-plans/ms.pdf>
  - l. Develop opportunities for placement in activities that attribute to science, technology, engineering, arts or mathematics (STEAM);
  - m. Implement a Trauma Informed Case Management Delivery Program; and

- n. Expand learning programs that provide students additional program hours before, during, or after traditional school or summer program hours.

### **C. Program Reports, Evaluations and Outcomes**

Upon award, Subgrantees will be required to prepare and submit demographic and outcome reports by a MDHS designated due date and designed with all information requested by MDHS. Evaluation and outcome reports are an integral element of the program's ongoing planning, design, and implementation. An effective report that evaluates specific targets enables the subgrantee to make informed decisions about changes that the program may need.

MDHS will conduct periodic evaluations to assess progress toward achieving its goal for providing high quality programs that operate during non-school hours or summer recess.

Respondent must describe in detail how all of the Respondent-provided programs or activities shall:

1. Be based upon an established set of performance measures aimed at ensuring the availability of high-quality education, career/technical or workforce training and barrier mitigation opportunities for students that will enable opportunities for a living wage to include but not limited to:
  - Increased Leadership and Civic Engagement;
  - Improved Engagement in School;
  - Improved Academic Performance; and
  - Prepared for Higher Education and/or Employment.
2. When appropriate, be based upon evidence-based research that the program or activity will help students meet the challenge of successful secondary grade level transition into post-secondary education or living wage employment.

Service providers must also demonstrate their ability to collect and provide MDHS with data elements necessary to measure program effectiveness. Specific requirements for collecting data on program expenditures and participant results and transmitting these data shall be included in the agreement between MDHS and the Service Provider.

Each provider must schematize its services and provide MDHS with a list of services to be pre-authorized for administration to MDHS clients that includes, but not limited to:

- Service List Identifier (\*\*e.g., 1)
- Service Name (\*\*e.g., "Intake Evaluation")
- Service Type (\*\*e.g., Work Experience, Education, Job Retention, Afterschool Program etc.)

For each client served, the provider must electronically record a series of client data that shall include, but not limited to:

- First Name
- Last Name
- Date of Birth
- Social Security Number (\*\*\*)can be last four digits of SSN)
- Date Initially Referred

For each service provided, the provider must electronically record a series of client services data that shall include, but not limited to:

- Begin Date of Service
- End Date of Service
- Client Unique Identifier (\*\*\*)e.g., SSN)
- Service List Identifier
- Education Level at Service Start

Three datasets: (1) a list of all clients served with indication of those receiving MDHS services; (2) an export of the provider's service list; and (3) an export of all client services provided must be delivered to MDHS monthly in a mutually agreed-upon electronic format.

### **Trauma-Informed Approach**

In addition to the Afterschool Program Activities requested through this RFP, MDHS seeks Respondents that will implement a **trauma-informed** approach in its organizational structure and in its approach to serving clients. As outlined in *the Missouri Model: A Developmental Framework for Trauma Informed Approaches, MO Dept. of Mental Health and Partners (2014)*, “a “trauma-informed approach” is not a program model that can be implemented and then simply monitored by a fidelity checklist. Rather, it is a profound paradigm shift in knowledge, perspective, attitudes and skills that continues to deepen and unfold over time.”

The Missouri Model, which well serves MDHS's purposes for this RFP, outlines four stages of being trauma-informed:

**Trauma Aware:** Trauma aware organizations have become aware of how prevalent trauma is and have begun to consider that it might impact their clientele and their staff.

**Trauma Sensitive:** Trauma sensitive organizations have begun to explore the principles of trauma-informed care (safety, choice, collaboration, trustworthiness, and empowerment) within their environment and daily work.

**Trauma Responsive:** Trauma responsive organizations have begun to change their organizational culture to highlight the role of trauma. At all levels of the

organization, staff begin re-thinking the routines and infrastructure of the organization.

**Trauma Informed:** Trauma informed organizations have made trauma responsive practices the organizational norm. The trauma model has become so accepted and so thoroughly embedded that it no longer depends on a few leaders. The organization works with other partners to strengthen collaboration around being trauma informed.

For additional information on being trauma-informed, please reference *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach*, HHS Publication No. (SMA) 14-4884. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014.

Respondent must describe in detail its ability to deliver a trauma-informed program to include the following:

1. Information outlining its current position within at least one (1) of the four (4) stages of being trauma-informed as listed above.
2. How their services within their identified trauma-informed stage(s) are responsive to people who have experienced trauma.

*MDHS reserves the right to expand and or modify Trauma-informed scope and deliverables throughout the life of the awarded subgrant.*

#### **2.4 Subgrant Term**

The term of any subgrant(s) awarded from this solicitation shall be for a period beginning January 1, 2020, and ending on September 30, 2020.

#### **2.5 Subgrant Renewal**

The subgrant may be renewed at the discretion of MDHS provided that upon MDHS assessment and evaluation, the Subgrantee's performance under the current subgrant meets the performance measures of the Agency and adequate funding remains available.

MDHS will provide the Subgrantee written notice of its intent to renew at least sixty (60) days prior to the subgrant ending date. Renewals will be for a period of one (1) year under the terms and conditions as in the original subgrant including any modifications or amendments. MDHS reserves the right to modify the scope for any subgrant renewal and prior to renewal will request from the subgrantee updated pricing reflecting any scope modifications. The total number of renewals allowed shall not exceed four (4).

### **SECTION 3**

#### **3.1 Required Respondent Statements (MANDATORY)**

Respondents **MUST** provide the following Required Statements as a separate Appendix to the Proposal labeled as "Required Respondent Statements."

A. Respondent Association/Examination of Records

Respondent shall include a statement of whether there is a reasonable expectation that it is or would be associated with any parent, affiliate, or subsidiary organization in order to provide any service 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 Respondent 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.

If, at any time after a proposal is submitted and a subgrant has been awarded, such an association arises, as described in the paragraph above, the Respondents 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.

B. Conflict of Interest

Respondents shall disclose any contractual relationship or other contract with any State personnel, contractor or subcontractor involved in the development of the RFP. Any real or potential conflicts of interest may, at the sole discretion of MDHS, be grounds for rejection of the Respondent's proposal or termination of any contract awarded. All proposals shall include the following:

- 1) A statement identifying those individuals who were involved with the preparation of the proposal.
- 2) A statement identifying all Respondent personnel currently under contract with the State who participated, either directly or indirectly, in any activities related to the preparation of the Respondent's proposal, and a statement identifying in detail the nature and extent of such activities.
- 3) A statement certifying that the Respondent's personnel have not had any contact with any MDHS personnel involved in the development of the RFP, or, if such contact has occurred, a statement identifying in detail the nature and extent of such contact and the personnel involved.

C. Legal Entity

Respondent shall furnish MDHS with certified copies of its Articles of Incorporation, Bylaws, Resolutions, and any other documentation that evidence both the authority of the signatory to execute a binding contract on behalf of the Respondent, and documentation that would prove that the organization offering the proposals is a legal entity.

D. Subcontractor Work

A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Respondent and each subcontractor and further certifying that the Respondent and each subcontractor will not duplicate services.

E. Inducement

A statement that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal.

F. Provision of Services

A statement that the Respondent has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities.

G. Independent Price Determination

A statement that the Respondent certifies that, in connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other party or with any competitor; and that unless otherwise required by law, the prices quoted have not knowingly been disclosed by the Respondent prior to award, either directly or indirectly, to any other Respondent /contractor or competitor.

H. Certification of Proposed Costs/Proposal Validity

A statement certifying that costs quoted in the proposal will remain in effect through the term of the subgrant and that the Respondent's proposal will be valid for sixty (60) days after the proposal opening date.

I. Employment Discrimination

A statement that the Respondent will not discriminate in their employment practices with regard to race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the Respondent is a religious organization, the prohibition as to religious discrimination shall be deleted from the Respondent's discrimination statement/certification.

J. Subcontractor Statement

A statement from each subcontractor, 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, religious beliefs/practices, creed, age, national origin, sex, or physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. If the subcontractor is a religious organization, the prohibition as to religious discrimination shall be deleted from the subcontractor's discrimination statement/certification.

K. Use of Federal Funds

A statement of assurance that federal funds will not be expended for sectarian instruction, worship, prayer or proselytization purposes and that no federal funds or State funds will be used to influence any government official. This statement shall ensure that expenses incurred for TANF services provided for another funding source/grant will not be charged to this grant and that individuals receiving TANF services under another funding source/grant will not be included in the count for the number of participants served in this grant.

L. Availability of Respondent Records

A statement certifying all records of the Respondent, which may subsequently be subject to audit and evaluation by MDHS, will be located in the State of Mississippi.

M. Authority to Bind

Certification that each person signing this proposal is the person in the Respondent's organization responsible for, or authorized to make, decisions regarding prices quoted and that no person has participated and will not participate in any action contrary to those requirements stated above.

N. Provision of TANF Services

A statement that the Respondent agrees to provide all TANF services at the level necessary to accomplish the goals and intent of the project.

**3.2 Subgrantee Documentation (MANDATORY)**

Respondents **MUST** complete the required Subgrantee documentation included in this RFP as Attachment E.

**SECTION 4**

**4.1 Written Proposals Shall Contain the Following MANDATORY Minimum Information:**

Proposals that do not include the following **MANDATORY** information may be deemed nonresponsive and not considered for evaluation.

- 4.1.1 The name of the Respondent, the location of the Respondent's Principal place of business and, if different, the place of performance of the proposed subgrant;
- 4.1.2 The age of the respondent's business and average number of employees over the past five (5) years;
- 4.1.3 Organization chart and resume's listing the abilities, qualifications, and experience of all persons who would be assigned to provide the required services on behalf of the respondent;
- 4.1.4 Listing of three (3) contracts or projects under which services similar in scope, size, or discipline were performed or undertaken during the past five (5) years, including the names and addresses of the projects and the scope of the projects as well as three (3) letters of collaboration;

- 4.1.5 Three (3) references containing the name of the organization, the length of the contract or project, a brief summary of the work, and the name and telephone number of a responsible contact person.
- 4.1.6 A service plan providing as many details as is practical explaining how the services will be performed;
- 4.1.7 An evaluation plan explaining how the program outcomes will be evaluated and measured;
- 4.1.8 Identify and explain trauma-informed practices and services;
- 4.1.9 Total estimated cost to provide the services within the geographic area identified in response to Sec. 2.3(A) throughout the term of the potential subgrant, Total estimate cost should be presented in the following format:

<b>Service Area:</b>		
<b>MDHS Subgrant Services</b>	<b>Subgrant Term</b>	<b>Total Estimated Cost</b>
TANF 2020 Afterschool Program Activities	Jan. 1, 2020 – Sept. 30, 2020	\$

Total estimated cost MUST be accompanied by a Budget Narrative and Price Estimate (Cost Estimation Worksheet). **NO MORE THAN 15% OF THE TOTAL ESTIMATED COST MAY BE BUDGETED FOR ADMINISTRATIVE COSTS.**

**NOTE: The “Cost Estimation Worksheet” will be provided to those Respondents that timely and accurately submit the Required Letter of Intent.**

- 4.1.10 Organization’s financial statement for the last two (2) years audited financial statements complete with the notes and opinion letter from Respondent’s auditor and/or other proof, acceptable to MDHS, of financial responsibility.

In order to assure financial responsibility in performing the requirements of this RFP, MDHS reserves the right to require a current financial statement prepared and certified by an independent auditing firm.

Respondents, 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 resulting from this RFP.

The State reserves the right to request any additional information to assure itself of Respondent’s financial status.

In the event that a Respondent is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the Respondent of each and

every term, covenant, and condition of such contract as may be executed by the parties.

Disclose if and when Respondent has filed for bankruptcy within the last seven (7) years under its name or the sole proprietor’s name in a related business. For Respondents that are partnerships or corporations, Respondents must disclose whether any of its principals, partners or officers have filed bankruptcy within the last seven (7) years in a related business.

Disclose any company restructurings, mergers, and acquisitions over the past three (3) years that have impacted any products or services the Respondent has included in this proposal.

**4.2 Evaluation Procedure**

**4.2.1 Step One:**

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration. The respondent shall be notified in writing if their response is rejected.

**4.2.1.1 Responsive Respondent**

Respondent must submit a proposal which conforms in all material respects to this RFP, as determined by MDHS.

**4.2.1.2 Responsible Respondent**

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDHS.

**4.2.2 Step Two:**

Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDHS. Factors to be considered are as follows:

<b>Evaluation Factors</b>	<b>Points</b>
Budget Narrative and Price Estimate	<b>30</b>
Service Plan	<b>30</b>
Evaluation Plan	<b>20</b>
Personnel/Organizational Chart	<b>10</b>
Record of Past Performance	<b>05</b>
Commitment to Trauma-Informed Practices	<b>05</b>

**4.2.3 Step Three:**

The MDHS Executive Director or his/her designee will contact the respondent(s) with the proposal(s) which best meets MDHS needs (based on factors evaluated in

Step Two). MDHS will then perform an internal risk assessment on each respondent evaluated and pending results of that risk assessment, MDHS will then attempt to negotiate an agreement that is deemed acceptable to both parties.

#### 4.3 The Following Response Format Shall Be Used for All Submitted Proposals:

- 1) **Table of Contents:** Proposals shall contain an index or table of contents with page/section/subsection headings and page numbers identifying where information can be located for review.
- 2) **Cover Sheet:** Provide a cover letter indicating the underlying philosophy of the firm in providing the services described herein that also includes: Respondent organization name, DUNS number, Respondent address, Respondent's personnel contact name, phone number, fax number, and email address. This cover letter must be signed by the person authorized to represent the Respondent.
- 3) **Proposal:** Provide responses to specifications in Section 2 (and its subsections) that describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- 4) **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- 5) **Personnel:** Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract. Pursuant to Sec. 4.1.3.
- 6) **References and Project Experience:** Provide Project Experience and References pursuant to Sections 4.1.4 and 4.1.5.
- 7) **Acceptance of conditions and Required Respondent Statements:** Indicate any exceptions to the general terms and conditions of the proposal document in Attachment D and provide Required Respondent Statements as identified in Section 3 of the RFP.
- 8) **Additional data:** Provide any additional information that will aid in evaluation of the response.
- 9) **Cost data:** Estimate the annual cost of the service as directed in Section 4.1.8 to include the required Budget Narrative and Price Estimate (Cost Estimation Worksheet). Cost data submitted at this stage is binding, but is subject to being negotiated down if your organization is chosen as a finalist. MDHS reserves the right to solicit a Best and Final Offer (BAFO) from Respondents that provided a responsible proposal but whose proposed cost exceeds MDHS' anticipated funding for the program. Respondents are encouraged to provide their best proposed cost and/or pricing in their initial response to the RFP. Should MDHS decide to exercise its right to solicit a BAFO, MDHS will provide in writing the requirements, process, and schedule for submitting a BAFO response.
- 10) **Financial Statements:** Respondent must provide financial statements pursuant to Sec. 4.1.10.
- 11) **Proposal Format Requirements.** Proposals shall be organized in the order

outlined in this section and as required throughout the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal shall 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 shall be repeated at the top of the next page. Information which the Proposer desires to present that does not fall within any of the requirements of the RFP shall 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.**

Proposals shall be written following all of the directives contained in this document. The proposal shall be typed with 12 Point Font, double spaced and indexed, with 1” margins, and divided into the sections described above to allow ease of handling and review by MDHS.

**Respondents shall adhere to the proposal limitation of 10 pages in providing its responses to Sec. 2.3 of the RFP.**

#### **4.4 Nonconforming Terms and Conditions**

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The MDHS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDHS of non-responsiveness based on the submission of nonconforming terms and conditions.

#### **4.5 Informalities and Irregularities**

The MDHS has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for the MDHS to properly evaluate the proposal, the MDHS has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

#### **4.6 Conditioning Proposal Upon Other Awards**

Any proposal which is conditioned upon receiving award of both the particular subgrant being solicited and another subgrant shall be deemed non-responsive and not acceptable.

#### **4.7 Award**

Award shall be made to the responsible respondent whose proposal is determined in Writing, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

#### **4.7.1 Notification**

All participating respondents will be notified in writing of the MDHS intent to award a contract. In addition, the MDHS will identify the selected respondent. Notice of award is also made available to the public.

### **SECTION 5**

#### **5.1 Post-Award Vendor Debriefing**

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the MDHS within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of the MDHS in writing and identify its attorney by name, address, and telephone number. The MDHS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present. For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Public Procurement Review Board's Office of Personal Service Contract Review Rules and Regulations*.

#### **5.2 Protest of Award**

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the RFP may file a protest with the Proposal Coordinator, Bryan C. Wardlaw, Chief Procurement Officer. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days after solicitation posting or award. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Proposal Coordinator, Bryan C. Wardlaw, Chief Procurement Officer, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after the filing deadline will not be considered.

#### **5.3 Required Subgrant Terms and Conditions**

Any subgrant entered into between MDHS and a Respondent shall include the required clauses found in Attachment A of this RFP.

#### **5.4 MDHS Website**

This RFP, and the questions and answers concerning this RFP, are posted on the MDHS website at [www.mdhs.ms.gov](http://www.mdhs.ms.gov).

## **5.5 Attachments**

The attachments to this RFP are made a part of this RFP as if copied herein in words and figures.

## **5.6 MDHS Rights Reserved**

By and through this RFP, MDHS hereby reserves its rights to the following:

- 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 subgrants 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 will allow all eligible Proposers to submit late modifications, similar in scope, if MDHS chooses 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 contract or agreement within five (5) working days of the evaluation completion date, terminate negotiations and take such other action as MDHS deems appropriate.

## **5.7 Legal Requirements**

All Respondents shall be willing to comply with all provisions of the most current version of the MDHS Subgrant/Contract Manual and with all state and federal legal requirements regarding the performance of the sub grant. The existing requirements are set forth throughout this RFP but are subject to change and/or interpretation throughout the term of any resulting subgrant.

**ATTACHMENT A  
SUBGRANT TERMS AND PROVISIONS**

**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF \_\_\_\_\_  
SUBGRANT AGREEMENT**

**SUBGRANT AGREEMENT NUMBER:**

The **MISSISSIPPI DEPARTMENT OF HUMAN SERVICES, DIVISION OF \_\_\_\_\_**, hereinafter referred to as "MDHS," and \_\_\_\_\_, hereinafter referred to as "SUBGRANTEE," by the signatures affixed herein, do hereby make and enter into this Agreement.

WHEREAS, pursuant to Section 43-1-2 of the 1972 Mississippi Code Annotated, as amended and 42 U.S.C. '604a, MDHS is authorized to enter into agreements with public and private agencies for the purpose of purchasing certain services for the benefit of eligible individuals under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter the "Act"; and

WHEREAS, the Subgrantee is eligible for entering into agreements with MDHS for the purpose of providing services for the benefit of certain eligible individuals under the Act; and

WHEREAS, the services being contracted for in this Agreement are not otherwise available on a non-reimbursable basis; and

WHEREAS, MDHS wishes to purchase such services from Subgrantee;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, MDHS and Subgrantee agree as follows:

**SECTION I  
PURPOSE**

The purpose of this Agreement is to engage \_\_\_\_\_services of the Subgrantee to perform certain services under the Act.

**SECTION II  
RESPONSIBILITY OF SUBGRANTEE**

The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDHS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference herein.

**SECTION III  
TERM OF AGREEMENT**

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning \_\_\_\_\_ or after all parties have signed, whichever is later, and end \_\_\_\_\_.

**OR**

**If “option to renew” clause is in procurement:**

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning \_\_\_\_\_ or after all parties have signed, whichever is later, and end \_\_\_\_\_. Upon notification to *Subgrantee’s Name* by MDHS at least 90 days prior to each Subgrant anniversary date, the Subgrant may be renewed by MDHS for a period of **4 or less** successive one-year period(s) under the same prices, terms, and conditions as in the original Subgrant. The total number of renewal years permitted shall not exceed **4 or less**. However, if MDHS does not intend to renew the Subgrant, the *Subgrantee’s Name* shall be notified at least [90] days prior to the Subgrant anniversary date.

**SECTION IV  
SUBGRANT AMOUNT AND PAYMENT**

**A. SUBGRANT AMOUNT**

As full and complete compensation for the services to be provided hereunder, total reimbursement by MDHS shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets attached hereto as Exhibit B and incorporated herein.

**B. MAXIMUM LIABILITY**

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIII of the Agreement.

**C. CONSIDERATION AND METHOD OF PAYMENT**

Payment method is either by **Cost Reimbursement or Cash Advance** as referenced on the Subgrant/Contract Signature Sheet, Item 6. Eligible expenses are outlined in the Budget Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDHS must receive required monthly program and fiscal reports as outlined in Section XIX of this Agreement. Any increase, decrease or change in the funding under this Agreement that is authorized by the parties, in compliance with applicable laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIII of this Agreement.

**SECTION V  
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/or the receipt of federal and state funds. In the event that the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or are insufficient, either through the failure of the federal government to provide funds, or of the State of Mississippi to appropriate funds, or through the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDHS for the performance of this Agreement, MDHS shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to MDHS of any kind whatsoever. The ultimate decision as to whether or not funds continue to be available for the performance of this Agreement lies solely with MDHS.

**SECTION VI  
RELATIONSHIP OF THE PARTIES**

- A.** It is expressly understood and agreed that MDHS enters into this Subgrant with 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 ventures, 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 of MDHS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Subgrantee.
- B.** Subgrantee represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C.** Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee will not charge MDHS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDHS.
- D.** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Subgrant sum.
- E.** Subgrantee shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

**SECTION VII  
TERMINATION OR SUSPENSION**

**A. 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 violates 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.

**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. TERMINATION IN THE BEST INTEREST OF THE STATE**

This Subgrant may be terminated by the MDHS in whole, or in part, with 15 days' notice whenever MDHS makes the final determination that such termination is in the best interest of the State of Mississippi. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which the Subgrant is terminated and the date upon which termination becomes effective. Once the Subgrantee has received Notice of termination, Subgrantee shall not make further expenditures for the provision of services under the Subgrant.

**D. TERMINATION FOR FORCE MAJEURE**

If either Party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or other acts beyond its control and without its fault or negligence, to comply with its obligations under this Subgrant, then such party shall have the option to terminate this Subgrant, in whole or in part, upon giving written notice to the other Party.

**E. 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.

## **F. 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. In no case, however, shall said compensation or payment exceed the total amount of this subgrant as set forth in Section IV. Notwithstanding any provisions 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.

## **G. TERMINATION OR 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.

**SECTION VIII  
COMPLAINT RESOLUTION**

Subgrantee assures that persons requesting or receiving services under this Agreement shall have the right to a complaint resolution procedure regarding any decision relating to this Agreement. Said procedures may be under the Fair Hearing Procedure of the Mississippi Department of Human Services, or under a conciliation process, or that required by the MDHS as authorized by the Mississippi Administrative Procedures Law, Mississippi Code Annotated 1972, as amended, Section 25-43-1 et. seq., or under the complaint procedure of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, whichever is appropriate to the complaint as directed by MDHS.

**SECTION IX  
COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Subgrantee shall comply with all applicable policies and procedures of MDHS and with all applicable laws, rules and regulations of the federal government and of the State of Mississippi that may affect the performance of services under this Agreement. The Subgrantee shall comply with, among other regulations, the Act; the current version of the MDHS Subgrant/Agreement Manual, and the applicable Code of Federal Regulations.

If the Subgrantee advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Subgrant, it shall acknowledge that said funding for said Subgrant and for said advertising was provided by MDHS.

In executing this Subgrant, Subgrantee shall comply with all federal and/or state statutes or regulations that are made applicable to the grant when properly promulgated and published by the Federal and/or State Government. It is specifically agreed that should additional federal legislation be enacted, or should the U.S. Department of Health and Human Services or other governing federal agencies enacted new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulation as of the effective date of their enactment.

**SECTION X  
STANDARD ASSURANCES**

This Agreement is subject to the Subgrant/Contract Signature Sheet, the Budget and Cost Summary Support Sheets, the Budget Narrative, the Scope of Services (Exhibit A), Standard Assurances and Certifications (Exhibit C), Board Member's Notification of Liability (Exhibit D), MDHS Subgrant/Agreement Manual Acceptance Form (Exhibit E), and MDHS Debarment Verification Requirement (Exhibit F); all of the foregoing being attached hereto and incorporated by reference herein.

**SECTION XI  
AGREEMENTS BY SUBGRANTEE**

**A. GENERAL RESPONSIBILITY**

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship with MDHS to provide the same or similar services are not eligible to enter into a Contract/Subcontract with the Subgrantee. Such subcontracts shall be governed by all of the provisions of this Agreement, and Subgrantee shall be fully responsible for the performance of any Subgrantee's Contractor/Subcontractor whatsoever and for any costs disallowed as a result of monitoring of the Subgrantee by MDHS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDHS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDHS, Division of \_\_\_\_\_.

**B. USE OF FUNDS**

In any Contracts/Subcontracts which Subgrantee enters into with Contractors/Subcontractors for provision of services and/or goods under this Agreement, Subgrantee shall require that the funds obligated under said Contracts/Subcontracts shall be used to support the Contracts/Subcontracts for the provision of only such services authorized under this Agreement. Subgrantee agrees that it shall require all of such Subgrantee's Contractors/Subcontractors/Employees to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and state laws, statutes and regulations.

**C. ADMINISTRATIVE CHARGES**

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

**SECTION XII  
ELIGIBILITY FOR SERVICES**

Subgrantee agrees to provide services only to the target population described in the Scope of Services (Exhibit A).

**SECTION XIII  
CONFIDENTIALITY**

All information regarding applicants for and recipients of services under this Agreement shall be available only to MDHS, Subgrantee, and/or to the appropriate subcontractor and to those persons authorized in writing to receive same by the client, or as otherwise authorized by law. The

Subgrantee will guard against unauthorized disclosures. Nothing in this Section, however, shall affect provisions of Section XVIII of this Agreement.

## **SECTION XIV AUDIT**

### **A. INTERNAL AUDITING**

Subgrantee shall conduct internal auditing procedures to ensure that the services provided and the activities performed with funds provided under this Agreement are in compliance with the provisions of this Agreement and with Subgrantee audit policy described in the current version of the MDHS Subgrant/Agreement Manual and all applicable laws, statutes, rules and regulations.

### **B. INDEPENDENT AUDITING**

Subgrantee shall comply with the Single Audit Act of 1996, the applicable Office of Management and Budgets (OMB) Circular(s) and the most current MDHS Subgrant/Agreement Manual. The audit required under the Single Audit Act of 1996 must be performed by an Independent Auditor.

### **C. RESPONSIBILITY OF SUBGRANTEE**

Subgrantee shall receive, reply to and resolve any audit and/or programmatic exceptions by appropriate state and/or federal audit related to this Agreement and/or any resulting Contract/Subcontract.

### **D. SUPPLEMENTAL AUDIT**

MDHS retains the right to perform a supplemental audit and review, when MDHS deems the same to be appropriate, of any and all of the Subgrantee's and/or its Contractor/Subcontractor's books, records and accounts, and to initiate such audit and to follow any audit trail for a period of three (3) years from expiration date of this Agreement and for such additional time as required to complete any such audit and/or to resolve any questioned costs.

### **E. AUDIT EXCEPTIONS**

Subgrantee shall pay to MDHS the full amount of any liability to the federal, state or local government resulting from final adverse audit exceptions under this Agreement and/or under any Contract/Subcontract funded hereunder. Audit exceptions may result in accepting a reduction of future amounts by a total equal to the amount disallowed or deferred, and/or by other methods approved by MDHS, including recoupment of funds paid to Subgrantee under this Agreement.

**SECTION XV  
INDEMNIFICATION**

MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Subgrantee and/or its employees, servants, agents, and/or subcontractors. 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 Subgrantee and its employees, agents, contractors, and/or subcontractors in the performance of this Subgrant. Subgrantee agrees that in any contract or subcontract into which it enters for the provision of the services covered by this Agreement, it shall require that its Contractors/Subcontractors, their officers, representatives, agents, and employees shall release and hold harmless MDHS and the State of Mississippi from and against any and 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/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

**OR**

**SECTION XV  
RESPONSIBILITY FOR CLAIMS**

*Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own, principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers. To be used with other state agencies, towns, universities, community colleges, and city schools.*

**SECTION XVI  
INSURANCE**

Subgrantee shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, comprehensive general liability insurance and employee fidelity bond insurance in the amount equal to 25% of the funds awarded hereunder. Subgrantee shall furnish MDHS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. In any subcontract into which Subgrantee enters with Subcontractors, there shall be a like insurance provision in which the Subcontractor shall provide the same coverage to and for its personnel.

## **SECTION XVII RECORDS**

### **A. MAINTENANCE OF RECORDS**

Subgrantee shall maintain fiscal and program records, books, documents, and adhere to Generally Accepted Accounting Principles, which sufficiently and properly reflect all direct and indirect costs and cost of any nature expended in the performance of this agreement. Such records shall be subject, at all reasonable times, to inspection, review, audit or the like, by MDHS or by duly authorized federal and state personnel.

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 of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDHS, as required, necessary and proper vouchers, documentation and otherwise to support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for State, Local and Tribal Governments and OMB A-21, Cost Principles for Educational Institutions.

### **B. ACCESS TO RECORDS**

Subgrantee agrees that MDHS, the federal grantor agency, the Comptroller General of the United States and/or any of their duly authorized representatives shall have access to any and all books, documents, papers, electronic media or records of the Subgrantee or of the Subgrantee's Contractors/Subcontractors which are pertinent to the program for the purpose of making audits, examinations, excerpts and transcripts of such records.

### **C. RECORDS OF SUBGRANTEE**

Subgrantee agrees that in any Contracts/Subcontracts into which it enters with Contractors/Subcontractors it shall require said Contractors/Subcontractors to maintain fiscal and program records related to Contractor/Subcontractor's work performed under this Agreement, in accordance with MDHS' Records Retention and Access Policy, as set forth in the current version of the MDHS Subgrant/Agreement Manual.

### **D. FINANCIAL DOCUMENTS**

The Subgrantee, by its signature affixed to this Subgrant Agreement, authorizes the release to MDHS of any and all financial documents and records maintained by such financial institutions as may be providing services to the Subgrantee which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial deposits and records shall include, but are not limited to, statements of accounts, statements of deposits and/or withdrawal, cancelled

checks and/or drafts. The request for said documents and/or records shall be made in writing by MDHS directly to the Subgrantee providing services.

Further, prior to the disbursement of any funds under this Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as the depository for said funds along with the specific account number(s) which shall be used in the expenditure of the Subgrant funds.

### **SECTION XVIII AVAILABILITY OF INFORMATION**

Subgrantee shall furnish information and cooperate with all federal and/or state investigations, make such disclosure statements as may be required by the Agreement and other applicable federal and state laws, and federal and state regulations.

### **SECTION XIX REPORTING**

#### **A. MONTHLY REPORTING**

Subgrantee shall furnish MDHS written monthly reports of costs incurred and such reports shall contain sufficient data to provide evidence of budget compliance and shall be due ten (10) calendar days after the close of each month. Such reports shall be complete for the period covered and shall contain financial details pertaining to the execution of their subgrant.

As may be requested by MDHS, Subgrantee shall review and discuss any of such written reports at such time and in such manner as may be deemed necessary by MDHS.

#### **B. TERMINATION REPORTS**

Subgrantee shall furnish MDHS a written termination report within ten (10) days from the termination date unless additional time is granted in writing by MDHS. The termination report shall include information and data required by MDHS to furnish evidence of financial and programmatic compliance.

#### **C. FINAL FISCAL REPORT**

The Subgrantee shall provide a final fiscal report to MDHS within forty-five (45) calendar days after the ending of this Agreement and this, along with the Subgrantee's final fiscal and programmatic report will be used for the purpose of reconciling this Agreement to the actual expenditures for activities and services rendered not to exceed the maximum amount as set forth in Section IV.A of this Agreement. Any funds paid by MDHS to Subgrantee and not expended for activities or services under this Agreement or funds expended in violation of this Agreement, shall be considered MDHS funds and shall be returned to MDHS in full. Where deemed appropriate by MDHS and accepted by the Subgrantee, a

reduction may be allowed in future payments under future agreements by a total amount equal to the amount disallowed or deferred, or by other methods approved by MDHS. Proper procedures for closeout of the Subgrant, as detailed in the current MDHS Subgrant/Agreement Manual, Section 11, shall be followed.

**D. TAX REPORTS**

Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDHS a copy of all reports within ten (10) days after filing.

**SECTION XX  
DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Parties hereto shall be decided by the Director of the Division of \_\_\_\_\_. 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, 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 designee, the Subgrantee shall proceed in accordance with the decision of the Director of the Division of \_\_\_\_\_.

In a review before the Executive Director or designee, 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 that decision is determined by a court of competent jurisdiction in Jackson, Hinds County, State of Mississippi, to have been fraudulent, capricious or so grossly erroneous as necessarily to imply bad faith, or that it was not supported by substantial evidence.

**SECTION XXI  
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 terms of this Agreement.

**SECTION XXII  
PATENTS, COPYRIGHTS, AND RIGHTS IN DATA**

**A. PATENTS**

Should the activities of Subgrantee or its Contractor/Subcontractor include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent rights clauses as set forth in Public Law 98-620 (1984), 37 CFR 40, Part 401 - Rights to Inventions Made By Nonprofit Organizations and Small Business

Firms under Government Grants, Subgrants, and Cooperative Agreements or any other applicable provision required by state and/or federal law, rule or regulation.

**B. COPYRIGHTS**

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 subgrant with any Subgrantee or its Contractors/Subcontractors' agreements; and
2. Any rights of copyright to which Subgrantee or its Contractors/Subcontractors purchase ownership with grant support under this Agreement.

**C. RIGHTS AND DATA**

All systems, computer programs, operating instructions, and all other documentation developed for or specifically relating to information processing of any kind under this Agreement, and reports prepared by Subgrantee or its Contractors/Subcontractors will be the property of MDHS and will remain so upon completion or termination of this Agreement. All 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 for inspection by MDHS at any time, and all information thereon shall belong to MDHS, and shall be delivered to MDHS on MDHS' request therefor.

Subgrantee shall maintain all master programs and master data files in a completely secure manner, either by storing such programs and files in an appropriate limited access storage area or by duplicating such programs and files and storing the duplicates in a secure location in a manner satisfactory to MDHS. Such programs and files shall be identified by program and file name.

**SECTION XXIII  
ALTERATION OR MODIFICATION OF AGREEMENT**

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when agreed to by both parties hereto, reduced to writing, and duly signed by each Party.

**SECTION XXIV  
SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remainder of the 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.

**SECTION XXV  
BINDING REPRESENTATIVES AND SUCCESSORS**

The rights, privileges, benefits, and obligations created by this Agreement and by operation of law, extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

**SECTION XXVI  
EQUIPMENT AND SUPPLIES**

Equipment and supplies purchased with state funds under this Agreement shall be purchased and accounted for in accordance with state law and procedures and in accordance with MDHS Inventory Management Policy within the current MDHS Subgrant/Agreement Manual.

**SECTION XXVII  
FUNDS USED TO SUPPLEMENT**

Funds received under this Agreement and any Contract/Subcontract thereunder shall be used only to supplement, not supplant, the amount of federal, state, and/or local funds otherwise expended for the support of services the applicable participants in the Subgrantee's service area.

**SECTION XXVIII  
ASSIGNMENT**

Subgrantee shall not assign or otherwise transfer the obligations or duties imposed pursuant to the terms of this Agreement without the prior written consent of MDHS. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.

**SECTION XXIX  
CONFLICT OF INTEREST**

Subgrantee must ensure that there exists no direct or indirect conflict of interest in the performance of the Subgrant. Subgrantee must warrant that no part of 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 the Subgrant. MDHS will hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the current MDHS Subgrant/Agreement Manual.

**SECTION XXV  
BINDING REPRESENTATIVES AND SUCCESSORS**

The rights, privileges, benefits, and obligations created by this Agreement and by operation of law, extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

**SECTION XXVI  
APPLICABLE LAW**

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 attorneys' fees or the cost of legal action to the Subgrantee.

**SECTION XXVII  
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 (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."

Any Agreement entered into between the Subgrantee and its Contractors/Subcontractors shall contain the E-Verify clause with which said Contractors/Subcontractors shall comply in hiring their employees.

**SECTION XXVIII  
TRANSPARENCY**

This contractual agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement, is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Independent Contractor as trade

secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

**SECTION XXIX  
INCLUSION OF ALL TERMS AND CONDITIONS**

This Agreement and any and all documents attached hereto or incorporated by reference herein, including the Subgrant Signature Sheet, constitute the entire agreement of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. No other understanding regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

**SECTION XXX  
NOTICE**

Notice as required by the terms of this Subgrant shall be certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or Notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDHS or Subgrantee. The Parties agree to promptly notify each other of any change of address.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**Mississippi Department of Human  
Services**

*Subgrantee's Name*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Authorized Signature**

**Authorized Signature**

**Printed Name: Christopher Freeze**

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT B  
MDHS DEBARMENT VERIFICATION FORM**

**Please Print/Type Clearly in Blue Ink**

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with <a href="http://www.sam.gov">www.sam.gov</a> (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

**Federal Debarment Certification:**

By signing below, I hereby certify that \_\_\_\_\_ is not on the list  
(Subgrantee's Name/Contractor's Name)  
for federal debarment on [www.sam.gov](http://www.sam.gov) –System for Award Management.

**State of Mississippi Debarment Certification:**

By signing below, I hereby certify that \_\_\_\_\_ is not on the list  
(Subgrantee's Name/Contractor's Name)  
for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

**Partnership Debarment Certification:**

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management or the State of Mississippi debarment list. 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 contract/subgrant and modification to MDHS.

\_\_\_\_\_  
Signature of Authorized Official  
(No stamped signature)

\_\_\_\_\_  
Date

**ATTACHMENT C  
PROPRIETARY INFORMATION FORM**

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-1, *et seq.* and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

Did the Respondent submit any information to the agency for the Request for Proposals No. \_\_\_\_\_ which contained trade secrets or other proprietary data which the Respondent wishes to remain confidential in accordance with Section 25-61-9 1, *et seq.*, and 79-23-1 of the Mississippi Code (1972, as amended)?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate which parts/pages below that the Respondent wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption.

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the subgrant.

\_\_\_\_\_  
Signature of Authorized Official/ Title  
(No stamped signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

**ATTACHMENT D  
PROPOSAL EXCEPTION SUMMARY FORM**

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

RFP Reference	Proposal Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
Reference specific outline point to which exception is	Page, section, items in Respondent's proposal where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

**ATTACHMENT E**  
**SUBGRANTEE REQUIRED DOCUMENTATION**

- Standard Assurances and Certifications
- Subgrant/Agreement Manual Acceptance Form
- Board Member's Notification of Liability
- Minority Vendor Self-Certification Form

## **STANDARD ASSURANCES AND CERTIFICATIONS**

### **OVERVIEW**

Each Subgrantee and any lower-tier subrecipient must assure compliance with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDHS. 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. Therefore, all subgrantees are responsible for knowing the specific requirements of their awards. Templates for required certifications are available online through subgrantees' MDHS employee account at [www.mdhs.ms.state.us](http://www.mdhs.ms.state.us).

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 other appropriate authorized state or Federal representatives, access to and the right to examine and copy all records, books, papers, documents, or items related to the subgrant for as long as these records are required to be retained;
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 either electronic or paper files of 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 Claim Support Sheet, 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, and will obtain written approval from the MDHS Division of Program Integrity or Funding Division Director prior to destroying any such items as described above upon the expiration of the above-stated period. The request shall be completed by submission of the Request to Dispose of Records form (MDHS-DPI-001);

4. Shall comply with the Single Audit Act Amendments of 1996;
5. Shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
6. Shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subgrant;
7. Shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, or constitutes, or presents the appearance of any other personal or organizational conflict of interest, or personal gain;
8. 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;

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.

9. 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;
10. 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;
11. 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;
12. 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;
13. 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;
14. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
15. 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;
16. 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;

17. 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;
18. 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;
19. 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;
20. 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;
21. 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;
22. 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;
23. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
24. 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;
25. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);
26. Shall provide the required certification regarding their exclusion status and that of their principal's prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;
27. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;

28. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;
29. 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.
30. Shall 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.
31. Shall comply with the Pilot program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the subgrantee/lower-tier subrecipient shall provide written notification to all employees, of the subgrantee/lower-tier subrecipient, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Subgrantees shall also include in each agreement with lower-tier subrecipients the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
32. Shall ensure that it will require any lower-tier subrecipients to comply with the above listed regulations and any other 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.

As a duly authorized representative of the subgrantee, I hereby assure and certify compliance with the above mentioned provisions and all other applicable Federal and state statutes, regulations, policies, guidelines, and requirements of the Subgrant/Agreement Manual, as well as the specific terms and conditions of the Subgrant/Agreement.

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS: \_\_\_\_\_

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED: \_\_\_\_\_

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**MDHS Subgrant/Agreement Manual Acceptance Form**

Subgrant/Agreement Manual Coordinator

Each Subgrantee should designate a Mississippi Department of Human Services Subgrant/Agreement Manual coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent directly to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should only notify the Director, Office of Monitoring, MDHS, in writing of any change in assignment.

\_\_\_\_\_

As duly authorized representative of the \_\_\_\_\_

\_\_\_\_\_, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the current MDHS Subgrant/Agreement Manual.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

***FOR NON STATE AGENCIES ONLY***

**Mississippi Department of Human Services  
Board Member's Notification of 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, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs 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 of 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 provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Signature of Entity's Director \_\_\_\_\_

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**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: \_\_\_\_\_

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