



Robert G. Anderson
Executive Director

REQUEST FOR PROPOSALS (RFP)

**NOV. TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) 2021
SERVICES**

RFP No. 20200104 NOV. TANF 2021 SERVICES

**AFTERSCHOOL PROGRAM ACTIVITIES (APA)
PARENTHOOD INITIATIVE (PI)**

Issue Date: November 2, 2020

CLOSING LOCATION

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

CLOSING DATE AND TIME

Proposals must be received by December 8, 2020, 2:00 PM, CT

PROPOSAL COORDINATOR

Bryan C. Wardlaw, Chief Procurement Officer
Telephone: (601) 359-4500
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MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

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SECTION 1

1.1 Proposal Acceptance Period - MANDATORY

Respondents shall submit one (1) original, signed *hard copy* proposal and ***one (1) USB flash drive copy proposal*** 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 No. 20200104 Nov. TANF 2021 SERVICES
200 South Lamar Street
Jackson, Mississippi 39201**

The proposal packet submission MUST meet the following requirements:

- **One (1) hard copy of the original signed proposal in a binder; and**
- **One (1) USB flash drive containing an electronic copy of the original signed proposal in searchable Adobe Acrobat (PDF) format.**
- ****AS APPLICABLE – One (1) USB flash drive containing a separate redacted copy of the proposal clearly labeled as “REDACTED COPY” pursuant to Sec. 1.3 Confidential and Proprietary Information.***

NOTE: MDHS will NOT accept proposals submitted via either electronic mail or facsimile. Whether a Respondent submits a proposal for one (1) TANF service category or two (2) service categories, only ONE (1) proposal shall be submitted. If a Respondent is submitting for more than one (1) TANF service category, the Respondent SHOULD NOT submit a separate proposal for each TANF service category. Failure to submit a single proposal for requested TANF services as outlined herein SHALL result in Respondent’s submission being deemed non-responsive and rejected.

Timely submission is the responsibility of the respondent. Proposals received after the specified **Proposal Submission Deadline** described herein shall be rejected. Any proposal received later than 2:00 PM CT on December 8, 2020, will be declared non-responsive and not eligible for consideration for possible award of a subgrant. MDHS will not entertain any exceptions to this hard deadline. 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:	November 2, 2020
Required Letter of Intent Deadline:	November 16, 2020; 2:00 PM CT
Pre-Proposal Conference (Optional):	November 18, 2020; 9:00 AM CT
Deadline for Written Questions and Requests for Clarification to MDHS:	November 20, 2020, 2:00 PM CT
Anticipated Posting of Written Answers:	November 25, 2020
Proposal Submission Deadline:	December 8, 2020; 2:00 PM CT
Proposal Opening:	December 8, 2020; 2:30 PM CT
Anticipated Proposal Evaluation:	December 8, 2020-January 22, 2021
Anticipated Award Notification:	February 5, 2021
Anticipated Post-Award Debriefing Request Due Date:	February 10, 2021; 5:00 PM CT
Anticipated Post-Award Debriefing Held-By Date:	February 16, 2021; 5:00 PM CT
Anticipated Protest Deadline Date:	February 12, 2021; 1:00 PM CT

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 retained 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.

1.1.3 Exceptions (MANDATORY)

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the Proposal Exception Summary Form, attached to this RFP as Attachment B. Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

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 Confidential and Proprietary Information

Should respondent's proposal contain any confidential or proprietary information in accordance with Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1 (1972, as amended), respondent shall submit a separate redacted PDF copy of the proposal on a separate USB flash drive. The USB flash drive containing the separate redacted proposal shall be clearly labeled as "REDACTED COPY." A redacted copy will be in addition to the number of required copies as requested in Sec. 1.1 of this RFP.

If respondent does include a redacted copy of the proposal, the redacted copy will be considered public record and will be released by MDHS upon receipt of a Public Records Request. If respondent does not include a redacted copy of the proposal, the entire proposal (including attachments, etc.) will be considered public record and subject to review by the general public. Requests to review confidential and/or proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly redact any proprietary information, trade secrets, or other confidential commercial/financial information may result in that information being released in a public records request.

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, respondent hereby certifies that it will register with the Mississippi Secretary of State 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 in Attachment D as Exhibit F. The MDHS reserves the right to deem any proposal not containing an executed MDHS Debarment Verification Form as non-responsive to this RFP.

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 ELECTRONICALLY VIA SMARTFORM** to MDHS Procurement Services by no later than **November 16, 2020 at 2:00 p.m., C.T.** The letter of intent shall be addressed accordingly:

MDHS Procurement Services – Nov. TANF 2021 Letter of Intent
RFP No. 20200104 Nov. TANF 2021 Services
200 South Lamar Street
Jackson, Mississippi 39201

Directions for Electronic Submission via SmartForm:

Respondent Letter of Intent shall be submitted in a searchable Adobe Acrobat (PDF) format. To submit, respondent shall copy and paste or type the below provided SmartForm link into a web browser:

<https://app.smartsheet.com/b/form/672995136c4e4052979fd29104730978>

Upon opening the SmartForm link, respondents are required to complete all fields located on the SmartForm. For the “Proposed Services Field,” respondents must select from the list the TANF service(s) it intends to provide. Once all fields are properly and completely entered, respondent must then upload the PDF version of their Letter of Intent into the “File Upload” field. **Respondents are required to click the “Send me a copy of my responses” box.** Once the Letter of Intent is uploaded, respondent should then click “Submit” which will deliver the Letter of Intent to MDHS. After clicking “Submit,” respondent will receive an email receipt confirming delivery of the Letter of Intent.

Respondent is solely responsible for timely delivery of the Letter of Intent as above described. MDHS is not liable and does not accept responsibility for insufficient electronic delivery due to equipment or user error. Respondents will NOT be able to access the above SmartForm link at any point after the above required date and time for delivery.

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 intent to submit a **single** proposal to provide services in one (1) or two (2) of the following TANF service category(ies): Afterschool Program Activities, and/or Parenthood Initiative. Letter of Intent shall also include location of the service area by listing each county served, 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 Letters of Intent via response email from SmartForm. MDHS will **NOT** accept, open, or consider for evaluation any proposal from a respondent that failed to timely submit the Required Letter of Intent. Upon proper and timely submission of Required Letter of Intent, Procurement Services will then provide a Cost Proposal Packet and a Zoom link to attend the Pre-Proposal conference as described in Sec. 1.7 Pre-Proposal Conference.

1.7 Pre-Proposal Conference (OPTIONAL)

An optional pre-proposal conference will be held at 9:00 AM CT to 11:00 AM CT on November 18, 2020 via Zoom. All interested parties that properly and timely submit the required Letter of Intent are strongly urged to attend. The purpose of the pre-proposal conference is to allow potential Respondents an opportunity to present questions to staff and obtain clarification of the requirements of the proposal documents. Minutes of the conference will be published.

1.8 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 solely at the option of MDHS and may or may not be conducted at the discretion of MDHS.

1.9 Additional Information

All questions and requests for clarification concerning this procurement document must clearly identify the specified RFP section and be submitted in writing to Bryan C. Wardlaw at ProcurementServices@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 to the email address as set forth and in the manner prescribed in this section.

1.10 Acknowledgement of Amendments (MANDATORY)

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 MDHS website for amendments to the RFP.

This RFP; any RFP amendments; Pre-Proposal Conference summary; 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 dates reflected in Section 1.1.1.

1.11 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 Subgrant/Agreement Manual.

However, Subgrantees that receive a fully executed Subgrant Agreement may submit an initial payment request projecting its cash needs for the first sixty (60) days of the subgrant period. Subgrantees must submit this initial payment request through a Cash Advance Claim Support Form.

All payment requests following the initial payment request will be on a Cost Reimbursement basis. Cost Reimbursement claims shall be accompanied by the following required supporting documentation: Subgrantee's General Ledger, Monthly Expenditure Report Form, and required Participant Data that reflects participants served during the prior month.

Payment on Cost Reimbursement basis will be processed based on respondent's proper submission of a Claim Form along with required supporting documentation detailing services provided for any negotiated subgrant agreement. Any Subgrantee request for payment shall comply with the most current version of the MDHS Subgrant/Agreement Manual. MDHS reserves the right, under the MDHS Subgrant Agreement/Manual, to monitor and review all claim submissions under any Subgrant Agreement entered into based upon this procurement.

NOTE: Subgrantees that receive funding from any other source, such as another agency or grant, shall not be reimbursed for providing any of the proposed services as required and detailed in Sec. 2.4 of this RFP.

1.12 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

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.

Organizations selected for AWARD of a subgrant through the MDHS TANF RFP issued in July 2020 will NOT be eligible to submit a proposal for this Nov. TANF 2021 RFP.

The purpose of this RFP is to identify and select partner(s) that can most effectively and cost efficiently provide TANF services for **Afterschool Program Activities** and/or **Parenthood Initiative** with measurable outcomes to Mississippi families as further outlined in Sections 2.3 through 2.6 of this RFP. For these services, MDHS intends to dedicate Nov. TANF 2021 funding in a total amount up to **\$30 million** through multiple subgrants which, in the aggregate, will not exceed the aforementioned total amount.

Respondents may submit a **single proposal** to provide services in one (1) or both of the above referenced TANF service categories. **Respondents are encouraged to identify the TANF service category(ies) that best reflects respondent organization’s service delivery strengths and experience.** Respondents should also note that submitting a proposal for more than one (1) TANF service category will not impact evaluation or scoring of respondent proposals. Thus, respondents are discouraged from submitting overly broad proposals which are beyond their primary area of competence and experience and should consider focusing upon the area(s) in which they have the greatest strength and most experience. Moreover, Respondents will not be awarded any additional points in the evaluation process based upon the submission of a proposal which addresses more than one (1) TANF service category.

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 any applicable Federal or State penalties due to potential Subgrantee performance issues or breach of confidentiality requirements as determined by MDHS.**

2.2 Definitions

1. Afterschool Program Activities – An organized program for school-age youth in that encompasses activities focusing on positive academic development where participation takes place during non-school hours.
2. 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.
3. Career and Technical Education - A term applied to schools, institutions, and educational programs that specialize in the skilled trades, applied sciences, modern technologies, and career preparation.
4. Service Delivery Contingency Plan – A plan in place by the respondent that addresses service, service delivery and barrier mitigation to assist individuals in the connection of contingency service delivery upon a federal and/or state declared emergency.
5. High Poverty Areas - Defined by the US census as areas with "40 percent of the tract population living below the federal poverty threshold."
6. 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”.
7. Parenthood Initiative – A program that encompasses parent-focused activities designed to provide knowledge and understanding of parental roles and responsibilities, create

awareness and preventive services, and promote the formation and maintenance of healthy two-parent families.

8. Two-parent family – a family that includes two adults who are married and/or share a biological child or adopted child.
9. Student – Age appropriate youth who attend a public or private education institution.
10. Work-Based Learning - An educational strategy that provides students with real-life work experiences where they can apply academic and technical skills and develop their employability.

2.3 Service Area Description (MANDATORY)

MDHS is seeking a partnership or partnerships to provide Nov. TANF 2021 services throughout the entire State of Mississippi. Respondents must describe the service area within the State of Mississippi where Nov. TANF 2021 services 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. Lower-Tier 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 must complete the attached Service Area Summary Chart as an additional appendix to the proposal response for this Section (See Attachment G and Instructions). This additional appendix will NOT be counted towards the proposal limitation of not more than twenty-five (25) pages.

*Respondents may partner with other organizations 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 lower-tier partnerships.

The Lead Agency shall be responsible for retaining and managing all qualified staff, securing signed written agreements with other entities to provide coverage in the selected geographical area, assuring program compliance, spending oversight of funds by sub-recipients or contractors (lower-tier partnerships), monitoring the programs and services, and shall be responsible for ensuring that any sub-recipient fulfills its obligations. The Lead Agency will serve as the single point of contact for all program issues.

Attached and included as part of Section 4.3(5) to the Lead Agency's proposal, respondents shall include a Letter of Collaboration from each lower-tier partner organization that is signed by a duly authorized Partner representative. Each Letter of Collaboration shall include the following lower-tier partnership information:

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

MDHS accepts no responsibility for any expenses incurred by the Respondent Lead Agency in the development of Lower-Tier partnerships. Such expenses shall be borne exclusively by the Respondent Lead Agency and any potential Lower-Tier partner. Lead Agencies shall not enter into lower-tier partnership agreements with Lower-Tier partner organizations unless and until provided written authorization from MDHS. Any and all Lead Agency Lower-Tier partners will be subject to and required to comply with the requirements specified in the most current version of the MDHS Subgrant/Agreement Manual. MDHS written approval of Lead Agency's Lower-Tier partners will become effective upon full execution of the respective Subgrant Agreement between MDHS and the Lead Agency.

NOTE: Letters of Collaboration will NOT be counted towards the proposal limitation of not more than twenty-five (25) pages.

2.4 Scope of Services (MANDATORY)

Respondents shall adhere to the proposal limitation of not more than 25 pages in providing its responses to Sec. 2.3 through 2.6 of the RFP.

A. Afterschool Program Activities

MDHS is soliciting non-profit organizations and non-federal entities (i.e., state government; local school districts) to implement a program for school-age children or youth with below described services, in multiple locations, with a priority given to entities that target children and youth attending high poverty/low performing schools and/or at-risk (see above definition of at-risk youth) 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 should give preference to those that receive MDHS services.

- 1) Respondent **must** describe in detail its ability to provide Afterschool Program Activities with emphasis on **all** the following services:
 - a. Programs that assist students who have been truant, suspended, or expelled to improve attendance and academic achievements;
 - 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 education and training programs utilizing print and digital media as well as social media platforms provided to both male and female teens, local schools, law enforcement and appropriate counseling agencies with topics of:
 - a. Teen Pregnancy Prevention including statutory rape; and
 - b. Drug and Violence Prevention Programs.

- 3) Respondent must also 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 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://swib.ms.gov/>
 - l. Develop opportunities for placement in activities that attribute to science, technology, engineering, arts or mathematics (STEAM);
 - m. Expand learning programs that provide students additional program hours before, during, or after traditional school or summer program hours that allow those that may need additional flexibility of program hours to reach the desired effect of the program activity.

B. Parenthood Initiative

MDHS is soliciting non-profit organizations and non-federal entities (i.e., state government; local school districts), in multiple locations, to provide and coordinate a wide spectrum of parent-focused programs to support the formation and maintenance of two-parent families that improve family stability and functioning. Services provided should support overall goals of safety, permanency, and well-being for children and families.

The purpose of the Parenthood Initiative is to train, educate, encourage, and assist parents in becoming knowledgeable and assuming responsibility for the nurturing, financial, growth and developmental needs of their children. In addition, the Parenthood initiative should strive to demonstrate the ability to collaborate with other service providers and community stake holders to increase support for and accountability to the families.

- 1) Respondent must describe in detail its ability to provide services with **both** the following goals/principles:
 - a. Preserve the family unit through prevention and interventions that result in the significant improvements in parent/child relationship, co-parent relationship and parent protective capacities while reducing safety threats; and
 - b. Reunite the non-custodial parent with the child by providing interventions that will result in significant improvements in parent/child relationship, co-parent relationship and parent protective capacity while reducing safety threats.

- 2) In addition, the respondent must describe in detail its ability to address the following to include, **but not limited to**:
 - a. Parental Roles & Responsibilities – understanding child development and the impact of parenting practices, identifying appropriate developmental milestones or delays, providing positive methods of discipline, anger management, and self-control, co-parenting, and providing a safe and nurturing environment.
 - b. Awareness & Prevention – preventing and intervening in child abuse or neglect and domestic violence, responding to and understanding violent or disruptive behaviors, identifying and acknowledging alcohol and substance abuse, mental health needs and special needs, and preventing teen pregnancies and unplanned pregnancies.
 - c. Healthy Families – teaching healthy communication skills, coping skills, and self-care, building family and community support systems, developing resources for higher education, skills training, and barrier mitigation, and identifying the benefits of two parent families while providing resources for maintenance and growth.

2.5 Program Reports, Evaluations and Outcomes (MANDATORY)

A. Performance Measures and Outcomes

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

1. Be based upon an established set of performance measures and outcomes aimed at ensuring that high-quality academic and parenthood activities including barrier mitigation will help individuals meet the challenge of successful secondary grade level transition into post-secondary education or workforce and/or establish formation and maintenance of two-parent families (whichever is applicable to program activities being offered); and
2. When appropriate, performance measures and outcomes should be based upon evidence-based research that the program activities will help individuals meet the challenge of successful secondary grade level transition into post-secondary education or workforce, and/or establish formation and maintenance of a two-parent families (whichever is applicable to program activities being offered).

Outcome and evaluation reports are an integral element of the program's ongoing planning, design, and implementation. An effective report that evaluates specific performance measures and outcomes 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.

B. Reporting Requirements

Upon award, Subgrantees will be required to prepare and submit demographic and outcome reports designed by MDHS. Subgrantees shall submit these reports by a MDHS designated due date (no more than monthly; no less than quarterly). Subgrantees must also demonstrate their ability to collect and provide MDHS with data elements necessary to measure program effectiveness. To the extent possible, MDHS expects each subgrantee to have in place performance metrics and to be able to share those performance metrics with MDHS during the period of performance of any subgrant awarded pursuant to this RFP.

To accurately track services provided, MDHS has schematized approved service categories and service sub-categories for activities listed within the RFP. A detailed layout and required codes will be provided to each Subgrantee upon award and shall include, but not be limited to:

- Layout with data element definitions and instructions
- Service ID Codes
- County Codes

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

- First Name
- Last Name
- Date of Birth
- Social Security Number of the participant (last four digits of SSN)

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

- Date of Service Start
- Date of Service End
- Service Category
- Service Sub-Category
- Service Hours Per Week
- Service ID
- Service Status

NOTE: If respondent is unable to provide any portion of the required information for detailed program and participant reports, disclosure must be made using the attached Proposal Exception Summary Form (See Attachment B). The Proposal Exception Summary Form will NOT be counted towards the proposal limitation of not more than twenty-five (25) pages.

MDHS reserves the right to change reporting due dates and reporting requirements at its discretion.

2.6 Service Delivery Contingency Plan (MANDATORY)

Due to recent events of COVID-19, MDHS realizes the importance of implementing a service delivery contingency plan for potential partners to allow the continuation of services. MDHS seeks respondents who have established a successful and innovative service delivery contingency plan for continuation of services should COVID-19 or other federal and/or state emergency be declared within the State of Mississippi. Respondent's service delivery contingency plan should not only detail services and service delivery methods the partner will implement if needed but also include the barrier mitigation process to assist individuals who lack means to connect with contingency plan service delivery method. Thus, in preparing a proposal, each respondent should give careful thought to a service delivery contingency plan and be prepared to set forth that plan in detail in its proposal.

2.7 Subgrant Term

The anticipated term of any subgrant(s) awarded from this solicitation shall be for a period beginning April 1, 2021, and ending on September 30, 2022.

2.8 Subgrant Renewal

The subgrant may be renewed at the discretion of MDHS. 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 three (3) additional one (1) year periods.

SECTION 3

3.1 Required Respondent Certifications (MANDATORY)

Respondents **MUST** complete the Required Respondent Certifications included in this RFP as Attachment C. If any attachments are required as a result of an answer in Attachment C, Respondent must include those attachments as part of Attachment C and label the attachments accordingly.

3.2 Subgrantee Documentation (MANDATORY)

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

3.3 Insurance (MANDATORY)

The successful Subgrantee(s) shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under the resulting Agreement, comprehensive general liability or professional liability insurance and employee dishonesty or fidelity bond insurance¹ in the amount equal to twenty-five (25%) of the funds awarded hereunder. All workers' compensation, comprehensive general liability, professional liability, and employee dishonesty insurance will list MDHS as an additional insured. Subgrantee shall furnish MDHS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The subgrantee shall be prepared to provide evidence of required insurance upon request by MDHS at any point during the subgrant period and should consult with legal counsel regarding its obligations. 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.

In support of a proposal responsive to this RFP, the Respondent shall, at a minimum, provide a binder or commitment letter from Respondent's insurer documenting Respondent's ability to obtain insurance coverage in the event it is awarded a subgrant.

¹ Please reference Sec. 4, page 1035 of MDHS Subgrant/Agreement Manual.

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 resumes 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) references for 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. Also include the name of the organization, length of contract or project, a brief summary of the work, and the name, address, e-mail address, and telephone number of a responsible contact.
These references must be familiar with the respondent's abilities in the areas involved with this RFP. MDHS will use these references to determine the respondent's ability to perform the services. It is the responsibility of the respondent to ensure that the reference contact information is correct and current. Respondents should verify before submitting their response that the contact person and phone number are correct for each reference. MDHS staff must be able to reach at least two (2) references for a respondent within two (2) business days of proposal opening. The respondent may submit as many references as desired. MDHS will begin contacting references at the top of the list and will continue down the list until MDHS completes a Reference Sheet for two (2) references. (See Attachments E and F).
- 4.1.5 A service plan providing as many details as is practical explaining how the services will be delivered and how participants will be served. (Sec. 2.3 and 2.4);
- 4.1.6 An evaluation plan explaining how the program outcomes will be evaluated, measured, and reflect participants served (Sec. 2.5);
- 4.1.7 Identify and explain Service Delivery Contingency Plan (Sec. 2.6);
- 4.1.8 Total estimated cost to provide the services as outlined in Sections 2.4 through 2.6 within the geographic area identified in response to Sec. 2.3 throughout the term of the potential subgrant. Total estimated cost should be presented in the following format:

Service Area By County:		
Total Estimated Number of Participants Served: _____		
MDHS Subgrant Services	Subgrant Term	Total Estimated Cost
Nov. TANF 2021 Services (list TANF services)	April 1, 2021 – Sept. 30, 2022	\$ _____

Total estimated cost **MUST** be accompanied by a Budget Narrative and Price Estimate (Cost Estimation Worksheet). **NO MORE THAN 10% OF THE TOTAL ESTIMATED COST MAY BE BUDGETED FOR ADMINISTRATIVE COSTS.**

Budget Narrative and Price Estimate. Respondents must place an emphasis on service delivery to participants. Respondents are expected to submit their best and lowest budget to deliver services described and detailed in their proposal. The Budget Narrative shall include a brief description justifying the budgeted amounts for each budget line item. MDHS reserves the right to reject any proposal with an unreasonable budget as determined by MDHS.

NOTE: MDHS will provide a Cost Proposal Packet that includes the Cost Estimation Worksheet, Sample Budget Narrative, Current Funding Statement, and additional information to those respondents that timely and accurately submit the Required Letter of Intent.

Lead Agencies shall maintain for MDHS inspection copies of all agreements with Lower-Tier partner organizations which shall also include, but not be limited to, partner organization’s Budget Narrative and Cost Estimation Worksheet in accordance with the most current version of the MDHS Subgrant/Agreement Manual.

If Respondent’s Budget Narrative includes allocation of funds to Lower-Tier partner organizations that totals 50% or more of the total project budget, Respondent **SHALL** provide a written justification for such allocation of funds to Lower-Tier partner organizations as an attachment to the Budget Narrative.

- 4.1.9 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.

For organizations that expended \$750,000 or more in federal funds over the last two (2) fiscal years, please provide your organization's Single Audit for each year pursuant to 2 C.F.R. §200.501.

For organizations that expended under \$750,000 in federal funds over the last two (2) fiscal years, Respondent must submit an IRS status letter and the organization's most recent year-end financial statements. Newly formed organizations must submit either their most recent tax returns and/or management reports provided that expended funds does not exceed \$750,000.

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 Subgrant Agreement 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 may 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 based on a total of 100 possible points. Proposals that receive a total score of 75 points or above may be considered for award depending upon availability of funding. Factors to be considered are as follows:

Evaluation Factors	Points
Budget Narrative and Price Estimate	30
Service Plan	30
Evaluation Plan	20
Record of Past Performance	10
Personnel/Organizational Chart	05
Service Delivery Contingency Plan	05

Optional Additional Points: MDHS Grant Writing Training Attendance

MDHS may allocate five (5) additional points to Respondents that attend an MDHS Grant Writing Session offered on October 29, November 5, November 12, and November 19 and receive an MDHS Certificate of Attendance for the training. **HOWEVER**, application of those five (5) points to a Respondent’s final score is at the sole discretion of MDHS. MDHS may, at its discretion, utilize the five (5) points allocated for training attendance as a tie-breaker among competing proposals if availability of funding is near the threshold of total funds allocated for this RFP.

Instructions for registering and obtaining remote access for MDHS Grant Writing Training on the dates of November 5, November 12, and November 19 are available on the MDHS Website through the following link:

<https://www.mdhs.ms.gov/solicitation/grant-writing-training/>

For **possible application** of those five (5) points, Respondents shall include a copy of their MDHS Training Certificate pursuant to Sec. 4.3(8) of this RFP.

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. MDHS reserves the right to not consider a Respondent for

award if the MDHS Risk Assessment identifies the Respondent as High Risk. MDHS will then issue a notice of intent to award and 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 in the proposal binder.
- 2) **Cover Letter:** Provide a cover letter indicating the following: underlying philosophy of the firm in providing the services described herein and experience of the firm in providing the service; list of partner organizations (as applicable); number of years that the service has been delivered; and statement on the extent of any corporate expansion required to handle the service. Cover letter should also include: 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 and include required information detailed in Section 4.1.1 and 4.1.2.
- 3) **Proposal:** Provide responses to specifications in Sections 2.3 through 2.6 (and all subsections) that describe in detail how the service will be provided and estimated number of participants to be served in each county. Include a description of major tasks and subtasks as required in Section 4.1.5, 4.1.6, and 4.1.7. **The limit of 25 pages applies to this section.**
- 4) **Personnel:** Attach organizational chart and 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. For vacant or proposed staff positions, Respondents shall include job descriptions and ideal qualifications for each position. 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.
- 5) **References and Project Experience:** Provide Project Experience and References pursuant to Sections 4.1.4 which shall include:
 - 3 References for 3 Contracts or Projects (meeting requirements of 4.1.4) Attachment E to be submitted with this Section.
 - Letters of Collaboration (as applicable and pursuant to requirements of Sec. 2.3).
- 6) **Cost data:** Estimate the annual cost of the service as directed in Section 4.1.8 to include the required Total Estimated Cost, Budget Narrative and Price Estimate (Cost Estimation Worksheet) as well as any other required information included in the Cost Proposal Packet provided to Respondent after proper and timely submission of Letter of Intent. 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.

- 7) **Financial Information:** Respondent must provide financial statements and other applicable required information pursuant to Sec. 4.1.9.
- 8) **Acceptance of Conditions, Required Respondent Statements, and Other Required Forms:** Indicate any exceptions to the general terms and conditions of the proposal document in Attachment B, Proposal Exception Summary Form. If no exceptions are requested, the form shall still be submitted clearly marked with “N/A” for not applicable, signed and dated. The completed Attachment C, Required Respondent Certifications; Attachment D, Required Subgrantee Documentation; and Attachment G, Service Area Summary Chart (ref. Sec. 2.3); Insurance binder or commitment letter (ref. Sec. 3.3); MDHS Grant Writing Training Certificate (as applicable); Registration with Mississippi Secretary of State (if currently registered); and any Acknowledgements of Amendments shall be submitted in this section.
- 9) **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 respondent 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 in Times New Roman 12 point font, double spaced and indexed and divided into the sections described below to allow ease of handling and review by MDHS.

Respondents shall adhere to the proposal limitation of not more than 25 pages in providing its responses to Sections 2.3 through 2.6 of the RFP.

NOTE: Letters of Collaboration and Service Area Summary Chart will not be counted towards the proposal limitation of not more than 25 pages.

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 to include, but not be limited to, any attachments, exhibits, or amendments is subject to rejection as non-responsive. 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 may request 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(s) whose proposal is determined in writing, to be the most advantageous to the State taking into consideration price, evaluation factors set forth in the RFP, and outcome of the MDHS Risk Assessment. No other factors or criteria shall be used in the evaluation. Following Notice of Intent to Award, MDHS reserves the right to negotiate with each awarded respondent as it relates to Total Estimated Cost and Scope of Services delivered.

4.7.1 Notice of Intent to Award

All participating respondents will be notified in writing of MDHS' intent to award a subgrant. In addition, MDHS will identify the selected respondent(s). Notice of Intent to Award is also made available to the public.

4.7.2 Notice of Subgrant Agreement

Following issuance of the Notice of Intent to Award and successful negotiation of subgrant agreement total cost and scope, MDHS will issue to awarded subgrantees and make available to the public a Notice of Subgrant Agreement.

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 (MDHS, Attn: MDHS Procurement Services, 200 South Lamar Street, Jackson, MS 39201) or electronic submission via SmartForm using the following link: <https://app.smartsheet.com/b/form/ab80205666444ae58e0e57c58261aecd>. The written request must be received by the Chief Procurement Officer (CPO) of MDHS no later than 5:00 PM, CT on the third (3rd) business day following notification of the Notice of Intent to 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 CPO 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 7-113

through 7-113.07, Post-Award Vendor Debriefing, of the *Public Procurement Review Board's Office of Personal Service Contract Review Rules and Regulations*.

Directions for Electronic Submission via SmartForm:

To submit electronically, respondent shall copy and paste or type the below provided SmartForm link into a web browser:

<https://app.smartsheet.com/b/form/ab80205666444ae58e0e57c58261aecd>

Upon opening the SmartForm link, please complete all required fields located on the SmartForm. Once all fields are properly and completely entered, upload the signed Debriefing Request Letter into the "File Upload" field. MDHS recommends clicking the "Send me a copy of my responses" box. Once the Debriefing Request Letter is uploaded, respondent should then click "Submit" which will deliver the Debriefing Request Letter to MDHS. After clicking "Submit," respondent will receive an email receipt confirming delivery of the Debriefing Request Letter if Respondent clicked the "Send me a copy of my responses" box.

Respondent is solely responsible for timely delivery of the Debriefing Request Letter as above described. MDHS is not liable and does not accept responsibility for insufficient electronic delivery due to equipment or user error. Respondents will NOT be able to access the above SmartForm link at any point after the above required date and time for delivery.

5.2 Protest of Award

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the award of a subgrant may file a protest with Bryan C. Wardlaw, Chief Procurement Officer. The protest shall be submitted in writing no later than 1:00PM, CT by the seventh (7th) calendar day following the Notice of Intent to Award or no later than 1:00PM, CT by the seventh (7th) calendar day following the solicitation posting if the protest is based on the solicitation. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, appropriate identification of the RFP 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 supporting exhibits, evidence, or documents to substantiate the protest. A protest is considered filed when received by Bryan C. Wardlaw, Chief Procurement Officer, **via either U.S. mail, postage prepaid, or personal delivery** (Protests submitted via either electronic mail or facsimile will not be accepted). Protests filed after the filing deadline will not be considered.

Proper and timely submitted protest letter will be presented to and decided by the MDHS Executive Director or MDHS Executive Director's Designee. This decision shall be reduced to writing and timely provided to Respondent. The decision of the MDHS Executive Director or Designee shall be final and conclusive unless determined by court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent,

capricious, so grossly erroneous as necessary to imply bad faith, or is not supported by substantial evidence.

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, any amendments including questions and answers related, and other pertinent information to this RFP, are posted on the MDHS website at <https://www.mdhs.ms.gov/solicitation/>

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 respondents and potential respondents.
- 4) Reject any timely and properly submitted proposal in its entirety for failing to meet any of the MANDATORY requirements identified herein.
- 5) Select for subgrants or for negotiations, a proposal other than that with the lowest cost.
- 6) 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 respondents to submit late modifications, similar in scope, if MDHS chooses to exercise this right with regard to any one respondent's proposal.
- 7) Negotiate as to any aspect of the proposal with any respondent and negotiate with more than one respondent at the same time.
- 8) If negotiations fail to result in a contract or agreement prior to the anticipated subgrant agreement start date, MDHS may 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/Agreement 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. The most current version of the MDHS Subgrant/Agreement Manual can be accessed through the following link: <https://www.mdhs.ms.gov/wp-content/uploads/2020/01/MDHS-Subgrant-Manual-1.9.20.pdf>

**ATTACHMENT A
SUBGRANT TERMS AND PROVISIONS**

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES
DIVISION OF WORKFORCE DEVELOPMENT AND PARTNERSHIP MANAGEMENT
NOV. TANF 2021 SUBGRANT AGREEMENT**

SUBGRANT AGREEMENT NUMBER(S):

The **MISSISSIPPI DEPARTMENT OF HUMAN SERVICES, DIVISION OF WORKFORCE DEVELOPMENT AND PARTNERSHIP MANAGEMENT**, 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 (Nov. TANF 2021 _____) 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 April 1, 2021 or after all parties have signed, whichever is later, and end September 30, 2022 (“Initial Term”). Upon notification to Subgrantee’s Name by MDHS at least sixty (60) days prior to each Subgrant anniversary end date, the Subgrant may be renewed by MDHS for a period of **3 or less** successive one-year period(s) under the same terms and conditions as in the original Subgrant reflecting negotiated pricing as agreed to by both parties. The total number of renewal years permitted shall not exceed three (**3**). However, if MDHS does not intend to renew the Subgrant, the Subgrantee’s Name shall be notified at least ninety (**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 initial 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 will be distributed by **Cost Reimbursement** as referenced on the Subgrant/Contract Signature Sheet, Item 6.

Subgrantee may submit a Cash Advance Claim for an initial payment projecting the Subgrantee’s cash needs for only the first sixty (60) days of the subgrant term. Subgrantees must submit this initial payment through a Cash Advance Claim Support Form

All payment requests following the initial payment request will be on a Cost Reimbursement basis. Cost Reimbursement claims shall be accompanied by Subgrantee’s General Ledger, Monthly Expenditure Report Form and required Participant Data that reflects participants served during the prior month. All subgrant payments shall comply with the most current version of the MDHS Subgrant/Agreement Manual. 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, weather conditions, including natural disasters, health pandemic, other unforeseen events, or other acts beyond its control 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 25-43-1.101 *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 Scope of Services (Exhibit A), the Budget Narrative (Exhibit B); Standard Assurances and Certifications (Exhibit C), Board Member's Notification of Liability (Exhibit D), MDHS Subgrant/Agreement Manual Acceptance Form (Exhibit E), MDHS Debarment Verification Requirement Form (Exhibit F); Minority Vendor Certification Form (Exhibit G); and Sub-recipient Risk Assessment (H); 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 Workforce Development and Partnership Management. Subgrantee shall not enter into any Contract/Subcontract with lower-tier subrecipients prior to approval of the proposed Contract/Subcontract by MDHS. Subgrantee activities currently funded through any other source, such as another agency or grant, may not be reimbursed for providing the same services as referenced and contemplated within the hereby incorporated Attachment A "Scope of Services."

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 hereby attached and incorporated 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 and all other requirements as referenced in Title 2 of the Code of Federal Regulations (CFR), 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, protect, and exonerate MDHS, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Subgrantee and/or its partners, principals, agents, employees, contractors, and/or subcontractors in the performance of or failure to perform this Subgrant Agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Subgrantee may be allowed to control the defense of any such claim, suit, etc. In the event Subgrantee defends said claim, suit, etc., Subgrantee shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Subgrantee shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Subgrantee shall not settle any claim, suit, etc. without concurrent of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

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.

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 or professional liability insurance and employee dishonesty or fidelity bond insurance in the amount equal to 25% of the funds awarded hereunder. Prior to the execution of the Subgrant Agreement, Subgrantee shall provide written proof of such insurance coverage to MDHS in the form of an actual, issued policy of insurance. All worker' compensation, comprehensive general liability, professional liability, and employee dishonesty insurance will list MDHS as an additional insured. Subgrantee shall furnish MDHS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The subgrantee shall be prepared to provide evidence of required insurance upon request by MDHS at any point during the subgrant period. 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 as required in Title 2 of the Code of Federal Regulations and pursuant to 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.

Cost Reimbursement claims shall be accompanied by Subgrantee's General Ledger, Monthly Expenditure Report Form and required Participant Data that reflects participants served during the prior month. All subgrant payments shall comply with the most current version of the MDHS Subgrant/Agreement Manual.

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 most current version of the MDHS Subgrant/Agreement Manual 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 Workforce Development and Partnership Management. 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 Workforce Development and Partnership Management.

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 401.1, et. Seq., Rights to Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, 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 authorized representatives 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 4 of the current MDHS Subgrant/Agreement Manual.

SECTION XXX
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 XXXI
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 XXXII
E-VERIFY

Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subgrantee agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Subgrantee agrees to provide a copy of each such verification. Subgrantee further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. 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 XXXIII
TRANSPARENCY

This contractual agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this

Agreement, is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) Mississippi Code Annotated §§ 27-104-151 *et seq.* 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 at <http://www.transparency.mississippi.gov>. 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 XXIV
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 XXV
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: Robert G. Anderson

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**ATTACHMENT B
PROPOSAL EXCEPTION SUMMARY FORM**

List and clearly explain any exceptions, for all RFP Sections and Attachments, in the table below. Indicate “N/A”, if there are no exceptions.

Form MUST be COMPLETED and SIGNED.

Failure to indicate any exception will be interpreted as the respondent’s intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

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			

Signature of Authorized Official
(No stamped signature)

Date

**ATTACHMENT C
REQUIRED RESPONDENT CERTIFICATIONS**

Respondent _____ hereby provides the following and any necessary additional documentation herewith as a required element of its proposal in response to MDHS Nov. TANF 2021 RFP No. 20200104. This Attachment C is hereby incorporated and made a part of respondent’s proposal. Respondent hereby attests and certifies the truthfulness of the facts affirmed herein and understands that continued compliance with these requirements are conditions precedent to the award or continuation of the related Subgrant Agreement:

A. Respondent Association/Examination of Records

Respondent shall disclose 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 disclosure 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.

Select Appropriate Action with an “X”	
	Parent, Affiliate, or subsidiary organization association exists. Documentation <u>ATTACHED and labeled</u> as “Parent, Affiliate or Sub. Org Approval to Examine Records”
	Not Applicable

B. Conflict of Interest

Respondent 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) List those individuals who were involved with the preparation of the proposal.

- 2) List 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 identify in detail the nature and extent of such activities. _____

- 3) Respondent certifies 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, respondent shall describe in the space provided below, 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 proposal is a legal entity.

Select Appropriate Action with an “X”	
	Documentation <u>ATTACHED and labeled</u> as “Legal Entity Documentation”
	Not Applicable, please explain. _____ _____

D. Subcontractor Work

Respondent shall identify all proposed subcontractors and indicate the exact amount of work to be performed by the respondent and each subcontractor and further certifies that the respondent and each subcontractor will not duplicate services.

Select Appropriate Action with an “X”	
	Documentation <u>ATTACHED and labeled</u> as “Subcontractor Work”
	Not Applicable, please explain. _____ _____

E. Inducement

Respondent hereby certifies that it has not made or will not make any attempt to induce any other person or firm to submit or not to submit a proposal.

F. Provision of Services

Respondent hereby certifies and agrees to having 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

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

Respondent certifies 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 ninety (90) days after the proposal opening date.

I. Employment Discrimination

Respondent certifies that it 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.

Select Appropriate Action with an “X”	
<input type="checkbox"/>	Religious Organization
<input type="checkbox"/>	Not Applicable

J. Subcontractor Statement

Respondent agrees to provide MDHS with 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.

Select Appropriate Action with an “X”	
<input type="checkbox"/>	Documentation <u>ATTACHED and labeled</u> as “Subcontractor Statement(s)”
<input type="checkbox"/>	Not Applicable

K. Use of Federal Funds

Respondent hereby certifies and assures 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

Respondent hereby certifies that 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

Respondent hereby certifies 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

Respondent hereby certifies and agrees to provide all TANF services at the level necessary to accomplish the goals and intent of the project.

Signature of Authorized Official/ Title
(No stamped signature)

Date

Name of Organization

Any applicable Attachments as designated by Respondent's selection(s) to above sub-sections MUST be properly labeled and included as part of Respondent's completed and signed Attachment C.

ATTACHMENT D
SUBGRANTEE REQUIRED DOCUMENTATION

All Exhibits identified below shall be completed.

- Exhibit C Standard Assurances and Certifications
- Exhibit D Board Member’s Notification of Liability – (if this form is Not Applicable to your organization, please complete the form accordingly and include as part of proposal) State Agencies must complete the bottom portion of the form.
- Exhibit E Subgrant/Agreement Manual Acceptance Form
- Exhibit F MDHS Debarment Verification Form – Any responses other than the following will require a justification: Are you currently registered with www.sam.gov? YES; Registration Status? ACTIVE; Active Exclusions? NO.
- Exhibit G Minority Vendor Self-Certification Form – form must be completed at the top, checked either “Applicable” or “Not Applicable”, codes checked accordingly for “Applicable” and completed at the bottom.
- Exhibit H Sub-recipient Risk Assessment

The Scope of Services and the Budget Narrative will represent Exhibits A & B of any subgrant agreement.

EXHIBIT C
STANDARD ASSURANCES AND CERTIFICATIONS

OVERVIEW

Each subgrantee and any lower-tier sub-recipient must assure compliance with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency, any applicable state statutes and MDHS. There may be additional assurances required by certain Federal awarding agencies. Therefore, all subgrantees are responsible for knowing the specific requirements of their awards.

CERTIFICATIONS

Each subgrantee must certify in writing that it will comply with the following regulations:

1. Lobbying: Shall provide certification regarding lobbying to comply with Section 319, PL 101- 121 (31 USC 1352);
2. Suspension and debarment: Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders 12549 and 12689 Debarment and Suspension;
3. Drug-Free Workplace: Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
4. Unresolved Monitoring and Audit Findings; and
5. Fidelity Bond Coverage.

STANDARD ASSURANCE

The Subgrantee assures that they:

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, 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 any 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 the 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 Form' (MDHS-BA-CS-002). If any litigation, claim, audit, or action has begun before the expiration of the three (3) year period, subgrantee 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 (3) year period, whichever is later,

and will obtain written approval from the MDHS Division of Program Integrity 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 of Dispose of Records' form (MDHS-DPI-001);

4. Shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. Shall provide, in a timely manner, written disclosure, and all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subgrant;
6. Shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, and constitutes or presents the appearance of any other personal or organizational conflict of interest or personal gain;
7. Shall comply with all Federal and State statutes to discrimination, including, but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, prohibiting discrimination on basis of race, color, or national origin;
 - b. Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;
 - c. Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination of the sale, rental, or financing of housing;
 - d. Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;
 - e. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;
 - f. Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of disability;
 - g. Title I, Title II and Title III of the Americans with Disabilities Act (ADA) (1990), as amended by the ADA Amendments Act of 2008;
 - h. Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and disability;
 - i. Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse;
 - j. 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;
 - k. Section 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and
 - l. 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 nondiscrimination statute(s) that may apply to this subgrant or award.

8. Shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by individuals with disabilities in accordance with the 2010 ADA Standards for Accessible Design;
9. Shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal assisted programs. These provisions apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases;
10. 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;
11. 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 agreements;
12. Shall conform with Executive Order 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;
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
14. Shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OBM's Standards for a Merit System of Personnel Administration;
15. 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 the insurable construction and acquisition is \$10,000 or more;
16. Shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residential structures;
17. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974;
18. 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 Executive Order 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) conformity of Federal actions to State (Clean Air) implementation plans under Section 176 of the Clean Air Act of 1955, as amended; (d) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (e) Protection of endangered species under the Endangered Species Act of 1973, as amended; (f) Section 6002 of the Resource Conservation and Recovery Act; (g) the Coastal Barriers Resources Act; (h) protection of

- Wetlands pursuant to EO 11988; (i) evaluation of flood hazards in flood plains in accordance with EO 11988; and (j) assurance of project consistency with the approved State Management Program developed under the Coastal Zone Management Act of 1972;
19. 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;
 20. Shall comply with Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, development and related activities supported by this subgrant;
 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 Federal regulations regarding criteria for cost sharing or matching contributions;
 23. Shall assure all funds received shall be used only to supplement services and activities that promote the purpose for which the grant is awarded and not supplant, unless specifically authorized by the program regulations and MDHS;
 24. 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, including but not limited to all documentation/information required by MDHS for federal reporting purposes.
 25. Shall comply with The Privacy Act of 1974 (5 U.S.C. 552a) related to gathering and disclosing of information and documentation maintained on individuals;
 26. Shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a Data Universal Number (DUNS) and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA;
 27. Shall comply with the 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 sub-recipient shall provide written notification to all employees 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 sub-recipients the required whistleblower provisions, as mandated in 48 CFR 52.203-17;
 28. Shall provide the required certification regarding lobbying to comply with Section 319, PL 101-121 (31 U.S.C. 1352);
 29. Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders' 12549 and 12689 Debarment and Suspension;
 30. Shall provide certification to comply with the Drug-Free Workplace Act of 1988. Subgrantees are responsible for ensuring that they will require any lower-tier sub-recipients to comply with the above listed regulations, assurances, 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 original Subgrant, including but not limited to all documentation/information required by MDHS for federal reporting purposes.

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

EXHIBIT D

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: _____

Witness: _____

Date: _____

FOR STATE AGENCIES ONLY

_____ is a state agency; therefore, this form does not apply.

Signature of Authorized Official
(No stamped signature)

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

**EXHIBIT F
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 www.sam.gov (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 –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 – System for Award Management (SAM) 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

EXHIBIT G
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: _____

Issue Date March 31, 2002

Exhibit H Sub-recipient Risk Assessment

The purpose of this form is to capture information needed for a Sub-recipient Risk Assessment. Please check one block that best describes your organization's Accounting System, Procurement System and Audits.

Name of Organization: _____

<i>Please Check One</i>		
Accounting System Established	System has been approved (existing OMB single audit is an indicator)	
	System less qualified to handle large amounts of federal money (Financial audit conducted but no OMB single audit)	
	No systems are in place or systems are new (system established <5 years)	

<i>Please Check One</i>		
Procurement Systems	Has established procurement policies to comply with OMB procurement guidelines	
	Uses procurement policies/processes to comply with OMB Procurement guidelines for purposes of project participation	
	Ad hoc or lacking internal controls	

<i>Please Check One</i>		
OMB Single Audit or Audit Report on File	Annual OMB single audit	
	Annual third-party financial audit	
	No annual financial audit	

I certify the information provided above is correct.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT E
REFERENCES**

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): Telephone Number: _____
Cell Number: _____
E-mail: _____
Summary of Project/Contract: _____

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): Telephone Number: _____
Cell Number: _____
E-mail: _____
Summary of Project/Contract: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): Telephone Number: _____
Cell Number: _____
E-mail: _____
Summary of Project/Contract: _____

**ATTACHMENT F
REFERENCE SHEET**

****TO BE COMPLETED BY MDHS STAFF ONLY****

Name of Respondent: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Questions	Response (Circle One)	
	Yes	No
Able to provide APA and/or PI Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling APA and/or PI Services?	Yes	No
Were the APA and/or PI Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract/project with them again?	Yes	No
Would you recommend them?	Yes	No
Services From/To Dates: _____		

Do you have any business, professional or personal interest in the respondent's organization? If yes, please explain.	Yes	No
---	-----	----

Notes:

Division Notes:

TANF 2020/2021 Recipient	Yes	No
--------------------------	-----	----

**ATTACHMENT G
INSTRUCTIONS**

Please identify the county(ies) to be served by your organization by service category. Identify by inputting the number of participants to be served in the associated box for the county and the service category. Respondents must attach the Service Area Summary Chart as an additional appendix to the proposal response for Section 2.3. This additional appendix will NOT be counted towards the proposal limitation of not more than twenty-five (25) pages.

EXAMPLES

Respondent plans to provide Parenthood Initiative Services ONLY by serving 75 participants in Holmes County.

PARENTHOOD INITIATIVE	
Holmes	75

Respondent plans to provide Afterschool Program Activities ONLY by serving 80 participants in Holmes County.

AFTERSCHOOL PROGRAM ACTIVITIES	
Holmes	80

Respondent plans to provide Afterschool Program Activities by serving 80 participants in Holmes County AND provide Parenthood Initiative Services by serving 60 participants in Holmes County.

AFTERSCHOOL PROGRAM ACTIVITIES	
Holmes	80

PARENTHOOD INITIATIVE	
Holmes	60

**ATTACHMENT G
SERVICE AREA SUMMARY CHART**

AFTERSCHOOL PROGRAM ACTIVITIES			
Adams		Leflore	
Alcorn		Lincoln	
Amite		Lowndes	
Attala		Madison	
Benton		Marion	
Bolivar		Marshall	
Calhoun		Monroe	
Carroll		Montgomery	
Chickasaw		Neshoba	
Choctaw		Newton	
Claiborne		Noxubee	
Clarke		Oktibbeha	
Clay		Panola	
Coahoma		Pearl River	
Copiah		Perry	
Covington		Pike	
DeSoto		Pontotoc	
Forrest		Prentiss	
Franklin		Quitman	
George		Rankin	
Greene		Scott	
Grenada		Sharkey	
Hancock		Simpson	
Harrison		Smith	
Hinds		Stone	
Holmes		Sunflower	
Humphreys		Tallahatchie	
Issaquena		Tate	
Itawamba		Tippah	
Jackson		Tishomingo	
Jasper		Tunica	
Jefferson		Union	
Jeff. Davis		Walthall	
Jones		Warren	
Kemper		Washington	
Lafayette		Wayne	
Lamar		Webster	
Lauderdale		Wilkinson	
Lawrence		Winston	
Leake		Yalobusha	
Lee		Yazoo	

PARENTHOOD INITIATIVE			
Adams		Leflore	
Alcorn		Lincoln	
Amite		Lowndes	
Attala		Madison	
Benton		Marion	
Bolivar		Marshall	
Calhoun		Monroe	
Carroll		Montgomery	
Chickasaw		Neshoba	
Choctaw		Newton	
Claiborne		Noxubee	
Clarke		Oktibbeha	
Clay		Panola	
Coahoma		Pearl River	
Copiah		Perry	
Covington		Pike	
DeSoto		Pontotoc	
Forrest		Prentiss	
Franklin		Quitman	
George		Rankin	
Greene		Scott	
Grenada		Sharkey	
Hancock		Simpson	
Harrison		Smith	
Hinds		Stone	
Holmes		Sunflower	
Humphreys		Tallahatchie	
Issaquena		Tate	
Itawamba		Tippah	
Jackson		Tishomingo	
Jasper		Tunica	
Jefferson		Union	
Jeff. Davis		Walthall	
Jones		Warren	
Kemper		Washington	
Lafayette		Wayne	
Lamar		Webster	
Lauderdale		Wilkinson	
Lawrence		Winston	
Leake		Yalobusha	
Lee		Yazoo	

**ATTACHMENT H
REQUIRED INFORMATION CHECKLIST
(To be submitted with the Proposal)**

Respondents shall thoroughly examine all aspects of this Request for Proposals and be responsive to all stated requirements. All of the materials identified and requested in Section 4.3 must be submitted with the Proposal package and made a part of the proposal package. Failure to submit any required information may be grounds for rejection. **The following required information shall be submitted with the proposal in the order listed:**

_____ **A. Table of Contents (Section 4.3.1)**

_____ **B. Cover Letter (Section 4.3.2) and also include:**

- _____ 1. Section 4.1.1
- _____ 2. Section 4.1.2

_____ **C. Proposal (Sections 2.3 – 2.6 & Sections 4.1.5 – 4.1.7)** This section is limited to 25 pages.

_____ **D. Personnel (Section 4.3.4)**

- _____ 1. Section 4.1.3 (including organization charts, resumes)

_____ **E. References & Project Experience (Section 4.3.5)**

- _____ 1. Section 4.1.4
- _____ 2. Attachment E, References

_____ **F. Cost Data (Section 4.3.6)**

- _____ 1. Section 4.1.8
- _____ 2. Cost Proposal Packet
 - a. Budget Narrative
 - b. Cost Estimation Worksheet
 - c. Current Funding Statement
 - d. Justification, if lower-tier partnership cost exceeds 50% of budget request.

_____ **G. Financial Information (Section 4.3.7)**

- _____ 1. Section 4.1.9 (including Bankruptcy Disclosure & Company restructuring, mergers, & acquisitions disclosure)

_____ **H. Acceptance of Conditions, Required Respondent Statements, and Other Required Forms (Section 4.3.8)**

_____ 1. Attachment B, Proposal Exception Summary Form – If no exceptions are requested, the form shall still be submitted clearly marked with “N/A” for not applicable, signed & dated. Section 1.1.3.

_____ 2. Attachment C, Required Respondent Certifications – If any attachments are required as a result of an answer in Attachment C, Respondent must include those attachments as part of Attachment C and label the attachments accordingly.

_____ 3. Attachment D, Required Subgrantee Documentation – Follow additional instructions on Attachment D, Cover Page, for Exhibits below:

- a. Exhibit C, Standard Assurances and Certifications
- b. Exhibit D, Board Member’s Notification of Liability
- c. Exhibit E, Subgrant/Agreement Manual Acceptance Form
- d. Exhibit F, MDHS Debarment Verification Form (Section 1.5)
 - If applicable, Exhibit F, MDHS Debarment Verification Form Justification
- e. Exhibit G, Minority Vendor Self-Certification Form
- f. Exhibit H, Sub-recipient Risk Assessment

_____ 4. Attachment G, Service Area Summary Chart (Section 2.3)

_____ 5. Insurance or Binder Commitment Letter (Section 3.3)

_____ 6. Acknowledgement of Amendments (Section 1.10)

_____ 7. MDHS Grant Writing Training Certificate (Sec. 4.2.2) [AS APPLICABLE]

Package should be handled and labeled as instructed in Section 1.1 and include:

_____ One hard copy original proposal in a binder of all information above.

_____ One USB flash drive of the original proposal.

_____ As applicable, one (1) USB flash drive containing a separate redacted copy of the proposal and the USB flash drive clearly labeled as “REDACTED COPY” (Section 1.3)