



Jess H. Dickinson  
Commissioner

## **Request for Proposals**

**RFP No. 2018CBCANPS001**

**Issue Date: April 19, 2018**

**MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES**

**INVITATION:** Sealed Proposals, subject to the attached conditions, will be received at this office until May 21, 2018, 12:00 p.m., Central Time for the acquisition of the product/services described below.

**Community-Based Child Abuse/Neglect Prevention Services**

**Request for Proposals Coordinator: Leigh Washington**  
**Contracts, Procurement and Federal Reporting**  
[contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov)

**MDCPS reserves the right to amend the contents of this RFP as it deems necessary. It is the Proposer's sole responsibility to monitor their email for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the Proposal immediately following the Proposal Cover Sheet (Exhibit A).**

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

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## **Section I. Background**

The Mississippi Department of Child Protection Services was created as the state's lead child welfare agency by the 2016 Mississippi Legislature, separating it from the Mississippi Department of Human Services. The mission of MDCPS is to lead Mississippi's efforts in keeping children and youth safe and thriving by:

- strengthening families;
- preventing child abuse, neglect and exploitation; and,
- promoting child and family well-being and permanent family connections

### **Use of Terms**

As used in this RFP, the words "proposal" and "application" shall be used interchangeably to refer to the response of this RFP. Parties responding to this RFP will be referred to as "Proposers". The successful Proposers to whom a subgrant will be awarded will be referred to as "Subgrantee."

### **Description of Services**

#### **A. Goal of the Program**

The goal of the Children's Trust Fund of Mississippi Community-Based Child Abuse Prevention subgrant is to strengthen families in order to reduce child abuse and neglect in the general population and in high risk targeted groups. Programs should incorporate the Protective Factor Framework into the overall program strategy.

#### **B. Purpose of the Program**

Programs should place emphasis on supporting community-based efforts to develop, operate, expand, enhance and where appropriate, to network initiatives aimed at the prevention of child abuse and neglect, and to support networks of coordinated resources and activities to better strengthen and support families to reduce the likelihood of child abuse and neglect.

#### **C. Funding**

To fulfill the requirements of this RFP, it is the intent of MDCPS to secure one or more subgrants with community-based public or private agencies who have previous experience in providing child abuse and neglect prevention programs and activities. The successful proposer should have a regional approach covering various counties and the capacity to carry out community-based child abuse prevention programs. The number of awards issued under this RFP is dependent upon the amounts requested in the proposals submitted to MDCPS in response to this request and availability of funding. MDCPS may issue multiple subgrants under this award if multiple proposals qualify and funding is available.

Organizations should have a plan for sustainability of the project past the completion of all funding cycles including renewals and document this plan in the proposal. MDCPS intends to make subgrant negotiations dependent upon available funding.

MDCPS reserves the right to reject any or all proposals, or to cancel the RFP in its entirety. MDCPS reserves the right to negotiate potentially fundable proposals, including requirements of additional information or clarification, or to request revisions.

Subgrants will be restricted to direct service activities and reasonable administrative costs directly related to the successful accomplishment of all elements of Section I of this document.

MDCPS reserves the right to terminate any contract at any time, subject to current subgrant provisions, and avail itself to any and all remedies available to protect its interests.

Payment for services will be on a **cost reimbursement basis only**. Payment will be requested by submission of a claim form documenting services of any negotiated subgrant provided. Any request for payment shall comply with MDCPS and State of Mississippi accounting system requirements. MDCPS intends to make subsequent subgrant negotiations dependent upon available funding.

Proper record-keeping is required of all subgrantees to ensure that documentation used to accomplish their assigned tasks is available for monitoring purposes. The Subgrantee shall ensure that MDCPS is satisfied with the services being provided.

**D. Project Period**

July 1, 2018 through June 30, 2019.

**E. Target Population**

Programs should have some activities available to the general population such as public awareness and education activities in regards to preventing child abuse and neglect. In addition, programs should also target services to vulnerable families that are at risk of child abuse or neglect.

Applicants are encouraged to offer evidence-based, promising and/or emerging/evidence-informed program services that serve one or more of the following population(s):

- Teen or single parents
- Parents and/or children with disabilities
- Racial and ethnic minorities
- Members of underserved or underrepresented groups
- Fathers
- Homeless families and those at risk of homelessness
- Unaccompanied homeless youth
- Parents with Substance Abuse Issues
- Adult former victims of child abuse and neglect or domestic violence

Proposers are expected to describe the participants who are planned to be involved in the interventions, including the estimated number of participants for each service.

## **F. Conceptual Framework**

Applicants shall provide primary and/or secondary child abuse prevention services, which are those services designed to prevent the occurrence of child abuse and neglect before it transpires. Grant funds must be used solely for the purpose of primary prevention programs and strategies which are available to all families, as well as secondary, targeted, prevention efforts, which target children and families at risk of child abuse or neglect. Funds **may not** be expended for treatment or tertiary prevention.

As a fundamental piece, prevention programs should integrate the Protective Factors Framework. For more information on the Protective Factor Framework, please visit <https://www.cssp.org/reform/strengthening-families/basic-one-pagers/Strengthening-Families-Protective-Factors.pdf>.

A continuum of prevention services that build on the strengths of families should be developed and involve parents in the planning, implementation, and improvement of community-based child abuse prevention programs. There is a strong emphasis on demonstrating a meaningful commitment to parent leadership including parents of children with disabilities, parents with disabilities, racial and ethnic minorities and members of other under-represented or underserved groups.

### **Definitions:**

#### ***Primary Prevention***

Primary prevention activities are directed at the general population and aimed at positively influencing parents/guardians/caregivers, and/or children **before abuse and neglect occur**. All members of the community have access to and may benefit from these services. Primary prevention attempts to influence societal forces that impact parents and children.

Primary prevention activities with a universal focus seek to raise the awareness of the general public, service providers, and decision-makers about the scope and problems associated with child maltreatment. Universal approaches to primary prevention might include:

- Public service announcements that encourage positive parenting,
- Parent education programs and support groups that focus on child development, age-appropriate expectations, and the roles and responsibilities of parenting,
- Family support and family strengthening programs that enhance the ability of families to access existing services, and resources to support positive interactions among family members,
- Public awareness campaigns that provide information on how and where to report suspected child abuse and neglect.

#### ***Secondary Prevention***

Secondary prevention of child abuse and neglect refers to those supportive services targeted towards populations who are considered to be “at-risk” because of their life situation.

Secondary prevention activities with a high-risk focus are offered to populations that have one or more risk factors associated with child maltreatment, such as poverty, parental substance abuse, young parental age, parental and/or child mental health concerns, and parental or child disabilities. Interventions may target services for communities or neighborhoods that have a high incidence of any or all of these risk factors. While child abuse or neglect may not have taken place within these groups, the probability that it will occur is presumed greater than in the general population.

Secondary prevention seeks to prevent future problems by focusing on the particular stresses of parents, caregivers, and youth identified at-risk (i.e. teen parents). Approaches to prevention interventions that focus on high-risk populations might include:

- Parent education programs located in high schools, focusing on teen parents, or those within substance abuse treatment programs for mothers and families with young children,
- Parent support groups that help parents deal with their everyday stresses and meet the challenges and responsibilities of parenting,
- Home visiting programs that provide support and assistance to expecting and new mothers in their homes,
- Respite care for families that have children with special needs,
- Family resource centers that offer information and referral services to families living in low-income neighborhoods.

***Tertiary Prevention (Not Fundable through this RFP)***

Tertiary prevention activities focus on families where maltreatment has already occurred and seek to reduce the negative consequences of the maltreatment and to prevent its recurrence. Tertiary Prevention may also include services to prevent the removal of children from the home. Tertiary prevention activities **do not** fall under the scope of this RFP.

***Protective Factors Framework***

“Protective factors are conditions or attributes in individuals, families, communities, or the larger society that, when present, mitigate or eliminate risk in families and communities that, when present, increase the health and well-being of children and families. Protective Factors help parents to find resources, supports, or coping strategies that allow them to parent effectively, even under stress” (Child Welfare Information Gateway). Protective Factors are linked to a lower incidence of child abuse and neglect. All families need some support in building protective factors. All applicants should employ the Protective Factors into their programs.

- *Parental Resilience* – Parents who are able to cope with daily stressors and the occasional crisis have resilience. Resilience is flexibility and inner strength. It assists a family in bouncing back when things are not going well. Multiple life stressors may reduce a parent's ability to cope with day-to-day stresses of raising children.
- *Social Connections* - Parents with a social network of emotionally supportive people often find that it is easier to care for their children and themselves. Most parents need people they can call on once in a while. Isolated parents have a higher risk of child maltreatment.
- *Knowledge of Parenting and Child Development* – Healthy child development can be linked to effective parenting. Children whose parents understand the developmental stages

- of their child are more likely to provide effective parenting. Effective parenting skills, affection, communication skills, and consistency promote a healthier child and relationship.
- *Concrete Support in Time of Need* - Families who can meet their own basic needs and have access to essential services to address their needs are better able to ensure the safety and well-being of their children. Helping parents identify and access resources in the community may help prevent the stress that sometimes precipitates child maltreatment.
  - *Healthy Social and Emotional Development* - Parents support healthy social and emotional development in children when they model how to express and communicate emotions effectively. A child's social and emotional proficiency is fundamental to positive relationships with family, adults, and peers. Delayed social-emotional development may hinder relationships.

For more information on the Protective Factors Framework and the Center for the Study of Social Policy's Strengthening Families Program please visit: <https://www.cssp.org/young-children-their-families/strengtheningfamilies/about#protective-factors-framework>.

### **G. Proposer Qualifications**

Each applicant must:

- a. Have as its primary purpose, the development and facilitation of a community-based child abuse prevention program in a specific geographical area of Mississippi, which shall utilize trained volunteers and existing community resources where practicable;
- b. Be administered by an organization or group which is composed of or has collaboration with numerous public and community organizations which may include, public welfare, health and medical entities, courts, law enforcement, schools, and other local public or private organizations or agencies which provide programs or services for the prevention of child abuse and neglect and educational programs for the prevention of problems of families and children;
- c. Demonstrate a willingness and ability to provide prevention program models and consultations to appropriate organizations within the community regarding prevention program development and maintenance.

### **H. Program Narrative**

The Program Narrative should address in detail how you plan to accomplish all listed components of your child abuse and neglect prevention program. The primary purpose of the intervention must be **child abuse and neglect prevention**. All programs must be voluntary. All programs should incorporate the Protective Factors, wherever appropriate. Primary prevention programs should seek to promote positive family functioning rather than just the prevention of problems. Secondary prevention programs should focus more on the factors that put the particular population at risk than that of primary prevention programs.

The required interventions shall be supported by evidence-based, promising, and/or evidence-informed/emerging practices, whenever possible. MDCPS requires that applicants select at least one intervention for implementation that is outlined in a clearinghouse or registry of evidence-based, promising, and or evidence-informed/emerging practices. MDCPS recognizes there are a number of evidence-based, promising, and evidence informed/emerging programs that can meet the needs of children, families, and communities.



The intervention must be replicable with child abuse and neglect prevention. The applicant must reference the clearinghouse/registry from which the intervention is obtained. The applicant must also identify the level of research the proposed intervention has undergone and which one of the following categories the intervention should be classified under:

- a) **Emerging and Evidence Informed:** Ongoing collection of pre-post data, Peer Review and documentation of all implementation activities.
- b) **Promising Practice:** All elements of evidence informed practices plus one quasi-experimental design with control or comparison group and model fidelity is kept.
- c) **Supported Program:** All elements of promising practice programs with two randomized clinical trials or two between group design studies and one year sustained effect.
- d) **Well Supported Program:** All elements of a supported program plus multiple site replications.

Programs should be comprehensive, child-centered, family-focused and community-based, should incorporate all appropriate measures to prevent the occurrence of child abuse and neglect and should promote physical and psychological recovery and social re-integration in an environment that fosters the health, safety, self-respect and dignity of the child.

Volunteer support should be utilized wherever possible. Volunteer support can come from the community as well as those served through the project. Parental involvement as leaders is essential to the success of the program.

### ***General Information***

Communicate the risk factors that apply to the applicant's specific geographical area that are associated with child abuse and neglect. Reference how you came to this conclusion. The need for services in your area should be identified and described in the proposal.

Identify the specific priority systems to target for the integration of child abuse and neglect prevention programs, providing justification for how the proposed systems will directly reach communities at higher risk. Describe the mechanism to be used to promote evidence-based child abuse and neglect prevention services within the community.

Describe how collaboration with parents as partners will be addressed in the structure of your program.

Describe approaches used to address cultural issues and integrate culturally relevant information.

Address key challenges you may encounter and strategies for how these challenges might be overcome.

Describe the overall goals for this proposal and how will you reach these goals. Describe the activities that will be the framework of your program and services.

Include a Work Plan that describes the strategies or steps that will be used to achieve each of the required activities during the initial project period. Include a timeline of anticipated implementation of program components and activities. As appropriate, identify meaningful support and collaboration with key stakeholders in planning, designing and implementing all activities. Include in the prospective Work Plan, a description of the strategies or steps that will be used to achieve each of the activities requested during the entire project period and when and how the additional services will be implemented over the entire project. If selected, an applicant will be required to provide an updated Scope of Service for each renewal period that includes the specifics of what services will be implemented and continued during that subgrant year and the strategies or steps that will be used to achieve each of the activities.

For each program component, the applicant must provide an expected number of families and/or children to be served by the activities for those components. Staffing requirements and qualifications of current staff to be utilized in the program should be included as well as those of proposed staff.

**Public Awareness - (Required component of all proposals)**

All applicants must have a public awareness plan that focuses on educating the general population about child abuse and neglect and ways to prevent it. Community public awareness campaigns that heighten awareness of child abuse and prevention techniques and protective factors, educate the public on identifying and reporting abuse, and emphasize positive parenting techniques should be essential elements of public awareness activities. Particular focus should be placed on events specific to National Child Abuse Prevention Month (aka Blue Ribbon Month) each April. National Child Abuse Prevention Month participation is a requirement of this RFP.

Public awareness should inform the community of available interventions of the program and promote the interventions. Information may be geared to the general public and/or a specific target group meant to heighten awareness of child abuse and neglect.

The following are examples of public awareness activities that may be utilized. This is not an all-inclusive list of activities.

- Media campaigns that utilize newspaper ads, television, public service announcements, and articles;
- Fliers, posters, brochures; and newsletters;
- Public speaking at local clubs, faith-based groups, and organizations;
- Displays at local health fairs, community events, and conferences;
- Internet and social media;
- Workshops for community groups (e.g. school personnel, childcare providers, social workers, religious and lay leaders, health care and mental health professionals, law enforcement, and parents) on the precursors to abuse, the impact on children, reporting processes and procedures, and protective factors.

***Program Structure***

The following are examples of the types of interventions that may qualify for funding through this RFP. This is not an all-inclusive list. The proposer's program may contain one or more of these components.

#### Unaccompanied Homeless Youth Programs

The McKinney-Vento Act defines unaccompanied homeless youth as individuals who lack a fixed, regular, and adequate nighttime residence. The term includes children and youth who:

- Share the housing of other persons due to loss of housing, economic hardship, or a similar reason
- Live in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations
- Live in emergency or transitional shelters
- Were abandoned in hospitals
- Have a primary nighttime residence that is a place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings
- Live in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.

Develop a continuum of prevention services for unaccompanied homeless youth. Components may include, but are not limited to:

- Outreach Services: Work with local youth homeless shelters to identify at-risk youth and provide services for prevention.
- Develop services for young, first time parents at risk of homelessness.

#### Homeless Families and Those At Risk of Homelessness Programs

The programs develop or collaborate with the community-based and prevention-focused programs designed to strengthen and support families to prevent child abuse and neglect to maximize the participation of the homeless families and those at risk of homelessness.

Components may include, but are not limited to:

- Outreach Services: Connect with and provide prevention services to homeless families. This is best achieved in working in partnership with schools, crisis nurseries, faith-based organizations, homeless shelters, clinics, and domestic violence shelters. Services for adult former victims of domestic violence or child abuse or neglect should be included.
- Collaboration of services for homeless families and those at risk of homelessness: develop a mutual understanding of the services that are offered to homeless families and how families can access those services and work to help remove obstacles that might prevent homeless families from receiving services.

#### Parenting Education and Support Programs

Parenting Education and Support Programs provide a process of helping individuals to formally learn age appropriate, non-violent disciplinary techniques, parenting skills, and stress management techniques. These families may also receive intensive, individualized support to strengthen parental resilience, increase social connections, and access to concrete supports, when needed. Interventions are unique to each community and are culturally sensitive. Where appropriate, programs must include a parent leadership component.

It is a community-based program to support and strengthen families that is based on an equal partnership between families and program staff designed to strengthen families. Services for adult former victims of domestic violence or child abuse or neglect should be incorporated where appropriate.

These programs are designed to increase the knowledge and skills of parents, grandparents, caregivers, and potential parents. These can be delivered in an individual or a group setting. The program offers opportunities for modeling of appropriate parenting behavior and skills.

Parenting programs populations are not limited to, but may include:

- General Population
- New Parents
- Pregnant or Teen Mothers
- Fathers
- Adolescent Males who may be fathers or become caregivers of other children
- Parents with special needs or parents with children with special needs
- Substance Abusing Parents
- Divorced or Single Parents
- Parents of age specific children (young children, teenagers, etc.)

Components may include, but are not limited to:

- Parent Training: Individual or group instruction on particular issues relating to the care of children and youth. Parental involvement in program planning and program evaluation should also be included. The staff should advocate on behalf of families.
- Teen Parent Training: Specialized educational and support programs designed for teen parents and teen parents-to-be.
- Parent Support Groups: Groups that meet regularly to discuss parenting issues, focusing on the strengths of parents and providing reinforcement for those behaviors.
- Parent-to-Parent Mentoring: A parent acting as a role model or assisting another parent in improving parental skills. Monitoring and Evaluating of goals with families should be included.
- Resource Centers: A community-based site that provides information and/or material resources on parenting, child development, and abuse prevention.
- Caretaker Training: This would include individual and/or group instruction for young males involved in the probation system. These programs are designed to reach these male caretakers before they are in a caretaking situation to teach them strategies and skills to maintain the safety of the child(ren) in their care, regardless of whether or not they are the biological parent of the child(ren).

#### Home Visiting Programs

Through regular, planned home visits, parents and caregivers learn how to improve their family's functioning and provide better opportunities for their children. Service delivery takes place in the home of the participant or another setting such as a daycare and should be individualized to the needs of the parents and child. These programs may be included to

observe and reinforce the practical application of parenting skills learned. This service is usually offered to first time parents or parents of children ages 0 – 3 years.

Home visits must:

- Last a minimum of one hour.
- Employ a curriculum that is evidenced based, promising, and/or evidence-informed/emerging practices.
- Uses an interactive method of modeling appropriate and positive parent/child interaction.
- Included extended support plans and referrals for at-risk populations served.
- Be delivered by professionals, paraprofessionals or trained volunteers.
- Educate parents, family and other caregivers on Safe Sleep Environments.

Home visits may include:

- Supporting preventive health and prenatal practices.
- Assisting mothers on how best to breastfeed and care for their babies.
- Helping parents understand child development milestones and behaviors.
- Promoting parents' use of praise and other positive parenting techniques.
- Working with mothers to set goals for the future, continue their education, and find employment and child care solutions.

#### Temporary Respite Care/Crisis Care

Respite care provides parents and other caregivers with short-term child care services that offer temporary relief, improve family stability, and reduce the risk of abuse or neglect. Those with special needs are especially vulnerable. Respite can be planned or offered during emergencies or times of crisis. It is a temporary alternative care for the child. Temporary respite care will be made available for families of young children while the parent/caregiver pursues job prep/work, goes to doctor visits, cares for sick family members, participates in parenting classes, etc. Developmentally appropriate educational experiences should be provided for these children while in respite care. For the purpose of this RFP, respite care hours may be conducted within traditional childcare facility hours.

#### Counseling (individual, family and/or group)

Counseling for at-risk populations that provides structured communication that results in identifying and solving problems and building on strengths. The following are some at-risk populations to be considered:

- Substance Abuse
- Domestic Violence
- Parents or Children with Disabilities
- Homeless
- Teen Parents
- Single Parents
- Mental Health

#### Family Focused Group Activities

These are not stand-alone programs but are used to enhance a more intensive program or provide an opportunity for public awareness of child abuse and neglect prevention. These activities support the Protective Factor, Social Connections, identified by the Center for the Study of Social Policy and the Child Welfare Information Gateway as a factor for reducing child abuse and neglect. It is recommended that one of these activities be conducted during National Child Abuse Prevention Month in April.

**I. Subgrant Reporting Requirements**

Proper record-keeping is required of all subgrantees to ensure that documentation used to accomplish their assigned tasks is available for monitoring purposes. Grantees are expected to illustrate their evaluation and reporting plans as a part of their proposal submission. Specific reporting requirements will be jointly developed between MDCPS and the successful proposer(s) to meet the proposer's specific program characteristics.

A representative of the program will be required to attend the quarterly MS Children's Trust Fund Advisory Council Meeting and present on the organization's subgrant activities for that quarter.

Organizations receiving funds through the prevention funds subgrant must submit a brief end of the year report on the funded project documenting activities, including actual date(s) of occurrence, project outcomes, summary of expenditures paid for with awarded funds, photo documentation of project (if applicable), pre and post survey results, lessons learned – both positive and negative and evaluation results including audience/beneficiary feedback.

**J. Evaluation**

Proposers should make evident their evaluation process. The awardee is expected to establish and monitor metrics of success jointly with MDCPS. Describe what will serve as your criteria for success with regard to this subgrant. Copies of the proposed evaluation form and participant surveys are recommended as attachments to the proposal. For each metric identified, describe the data collection strategy and the mechanism through which the data will be used to improve program development and service delivery.

**K. Additional Requirements**

Organizations receiving funds through the subgrant must acknowledge support through placement of the MDCPS logo and child abuse reporting number on all project-related printed materials, including websites. Verbal acknowledgment must be given where printed acknowledgment is not possible. Prior approval of any materials upon which the logo will be placed should first be obtained from the MDCPS. MDCPS must review, provide advisory input, and approval of any publications, audiovisuals, and other materials produced under the auspices of this subgrant. Such review should start as part of concept development and include review of drafts and final products. The subgrantee must provide MDCPS with an electronic copy of, or electronic access to, each product developed under the auspices of this project. MDCPS has uncontested access to any and all data generated under this subgrant,

and a royalty-free, nonexclusive, and irrevocable license for MDCPS to reproduce, publish, or otherwise use any products derived from activities conducted under this subgrant.

Funded agencies will be required to attend an initial training that will provide clarification of the grant requirements, the stages of prevention, performance-based evaluation, cultural competency, and how to engage parents in prevention. Additional training requirements may be required for specific program components.

It is recommended that the funded agency develop an Advisory Council for their program in order to guide the program's strategies and activities. The Council could be composed of members with representation of families served, faith-based groups, healthcare, business and community leaders, and other community resources.

Training and material needs for program development in the initial phase should be included within the Budget and Budget Narrative sections of the proposal. Details of the required training and material needs may be included within the Program Narrative section for each program strategy.

## **Proposal Content**

The proposer's written proposal shall contain the following minimum information:

- 1) Name of the proposer, location of the proposer's place of business, and the place of performance of the proposed subgrant;
- 2) Age and size of the proposer's business;
- 3) Evidence of the proposer's experience and abilities in the specified area and other disciplines related to the scope of services and any other information that clearly demonstrates the proposer's expertise in the area of this solicitation for proposals.
- 4) Organization chart and resumes' listing abilities, qualifications, and experience of all individuals who will be assigned to provide the required services on behalf of the proposer;
- 5) A listing of three (3) contracts or projects under which services similar in scope, size, or discipline were performed or undertaken. Listing shall include the names and addresses of the projects, the scope of the projects, and the names and telephone numbers of the project clients for reference purposes;
- 6) Acknowledgement that the proposer is or will become registered/licensed to work in the State of Mississippi; that the proposer will comply with the Mississippi Employment Protection Act;
- 7) A service plan giving as much detail as is practical explaining how the services will be performed;

- 8) An evaluation plan explaining how the outcomes will be evaluated and measured; and
- 9) A budget narrative and estimate of price to provide the services solicited in this RFP.

### Renewal of Subgrants

The term of the subgrant shall be for a period of 12 months. The subgrant may be renewed at the discretion of MDCPS upon written notice to the Subgrantee prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original subgrant., assuming the subgrantee meets the need and performance measures of the agency and funding remains available. The total number of renewal years permitted shall not exceed four (4).

### Section II - RFP Process

This RFP provides background information and describes the subgrant services desired by MDCPS. It delineates the requirements for this procurement and specifies the contractual conditions required by MDCPS.

Parties responding to this RFP will be referred to as “Proposers.” The successful Proposer to whom the contract will be awarded will be referred to as “Subgrantee.”

#### A. Procurement Schedule

Task	Date
Advertisement	April 19, 2018; April 26, 2018
Submit intent to Attend Mandatory Pre Proposal Conference	April 30, 2018, 3:00 p.m., CT
Mandatory Pre-Proposal Conference	May 3, 2018, 9:30 a.m., CT
Receive Questions for Clarification Deadline	May 4, 2018, 3:00 p.m., CT
Respond in Writing to Clarification ( <a href="http://www.mdcpms.gov">www.mdcpms.gov</a> )	May 7, 2018
Required Letter of Intent Deadline	May 9, 2018, 3:00 p.m., CT
Proposal Deadline	May 21, 2018 12:00 p.m. CT
Proposal Opening	May 21 2018, 2:00 p.m., CT
Phase I	May 21-22, 2018
Evaluation of Proposal	May 25, 2018 or later
Written Notification to Proposer(s)	June 1, 2018 or later
Proposed Period of Performance	July 1, 2018 – June 30, 2019

#### B. Mandatory Pre-Proposal Conference



A mandatory pre-proposal conference will be held on May 3, 2018, 9:30 a.m., Central Time. All interested parties are urged to attend. The purpose of the pre-proposal conference is to allow potential proposers an opportunity to present questions to staff and obtain clarification of the requirements of the Proposal documents. Any proposer interested in attending the pre-proposal conference should submit their name(s) to [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) no later than April 30, 2018, 3:00 p.m., Central Time. [Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov) shall acknowledge receipt of attendance via email. **A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of attendance.** The location will be included in the acknowledgement email.

**C. Response to Proposers' Questions**

Questions related to services shall be submitted in writing to Thomas Dent at [Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov) no later than May 4, 2018, 3:00 p.m., Central Time. Questions concerning the technical portions of the Request for Proposals should be directed to Leigh Washington at [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) no later than May 4, 2018, 3:00 p.m., Central Time. Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Proposals shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposals. All questions and answers will be published on MDCPS' website ([www.mdcps.ms.gov](http://www.mdcps.ms.gov)) in a manner that all respondents will be able to view by May 7, 2018.

**D. Debarment**

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for subgrants issued by any political subdivision or agency of the State of Mississippi 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. (Exhibits G and H - FDVR and PDV Forms, respectively)

**E. Required Letter of Intent**

Proposers shall notify MDCPS of their intention to submit a Proposal. The letter of intent (Exhibit I) shall be submitted via email at [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) by May 9, 2018, 3:00 p.m., Central Time. The letter of intent shall include the title of this request for proposals, the proposer's organizational name and address, one (1) to two (2) sentences stating that the proposer's organization intends to submit a proposal for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address. [Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov) shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

**F. Proprietary Information**

The proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

## **G. Proposal Submission**

Proposals shall be received by MDCPS no later than the official deadline of:

**May 21, 2018, 12:00 p.m., Central Time**

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to Leigh Washington, 750 North State Street, Jackson, Mississippi 39202, no later than the time and date specified for receipt of proposals. Timely submission of the proposal is the responsibility of the proposer. Proposals received after the specified time, shall be rejected and returned to the proposer unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the MDCPS Business Office. Each page of the proposal and all attachments shall be identified with the name of the proposer.

Mailing or hand delivering one original and three (3) copies of the proposal. The original proposal and three (3) copies shall be submitted in a 3-ring binder for a total of four (4) binders, delivered in one sealed package or envelope, and each individual binder labeled with the name of the Proposer and the RFP No. 2018CBCANPS001.

Proposals are due no later than May 21, 2018, 12:00 p.m., Central Time. MDCPS accepts no responsibility for equipment or user errors and will not accept late submissions. Proposals shall be received by the above named party by the official deadline to be considered for funding.

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

Any proposals received after the deadline will be marked LATE and will not be evaluated. All proposals received by MDCPS are deemed to be the property of MDCPS and may be used as MDCPS sees fit. MDCPS will not be responsible for non-delivery or late delivery of proposals.

**Agencies of the State of Mississippi shall adhere to extremely strict guidelines concerning Procurement, Bidding and RFP processes. Lapses in protocol or deviations from the published standards can result in formal objections, legal**

**challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.**

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

**H. Cost of Proposal**

Costs for developing proposals are entirely the responsibility of the Proposer and are not chargeable to MDCPS or the State of Mississippi.

**I. Oral Presentation**

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

**J. RFP Modifications**

Any changes deemed necessary by MDCPS to this RFP will be submitted as an addendum to the RFP. If MDCPS shall amend any segment of the RFP after submission of proposals and prior to announcement of the successful subgrant, the dates for submission of revised proposals will be announced at that time. All responding Proposers will be afforded ample opportunity to revise their proposals to accommodate the RFP amendment. All proposals, including revisions, will be considered confidential until a final determination has been made by MDCPS.

**K. Addenda/Revisions to Proposals**

Unless requested by MDCPS, MDCPS will not accept any addenda, revisions or alterations to proposals after the proposal due date. However, MDCPS reserves the right to request clarifications or corrections to proposals, to reject any and all proposals or to cancel the RFP in its entirety at MDCPS's sole discretion. Any application or proposal received which does not comply with these general instructions will be considered to be nonresponsive, and the proposal will be rejected.

**L. Proposer/Subgrantee Disclosure Data**

Ownership of all data, materials and documentation originated and prepared for MDCPS pursuant to the RFP shall belong exclusively to MDCPS and be subject to public inspection in accordance with the Mississippi Public Records Act, Sections 25-61-1 et seq. of the 1972 Mississippi Code Annotated, as amended. Trade secrets or confidential commercial or financial information submitted by a Proposer may not be subject to public disclosure under the Act. However, the Proposer shall invoke the protections of Section 25-61-9 before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The confidential information or trade secret material submitted shall be identified by some distinct method such as, but not limited to, highlighting or underlining and shall indicate the specific words, figures, or paragraphs that constitute trade secret or confidential information. The classification of an entire proposal document, line item prices and/or total proposal price as confidential or trade secrets is not acceptable and will result in rejection and return of the proposal.

#### **M. MDCPS' Rights Reserved**

Notwithstanding anything to the contrary, MDCPS reserves the right to:

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

#### **N. Subgrantee Acceptance of RFP Content**

The contents of this RFP and the accepted proposal of the successful Proposer will become part of the final subgrant, if a subgrant is awarded. Each Proposer's proposal shall include a statement of acceptance of all terms and conditions stated within this RFP

or a detailed statement of exception for each item excepted by the Proposer. Any proposal which fails to comply with this requirement may be disqualified as nonresponsive.

**O. Proposal Acceptance by MDCPS**

MDCPS will accept proposals and award subgrants to the RFP. Determination of proposal acceptance will be based on, but not necessarily limited to, conformity to the RFP requirements, cost, capability, experience, quality of service and Proposer's ability to provide the required services, with final determination to be made by MDCPS.

**P. Legal Requirements**

All Proposers shall be willing to comply with all provisions of the Mississippi Department of Child Protection Services/Mississippi Department of Human Services Subgrant/Agreement Manual and with all state and federal legal requirements regarding the performance of the subgrant. The existing requirements are set forth throughout this RFP but are subject to change and/or interpretation throughout the term of any resulting subgrant.

As provided in Other Required Statements, Section III, Item B, Number 5G. Proposers shall take exception to each provision of the required contractual terms they would like to change. Failure to do so will be deemed an acceptance of all the terms and conditions not specifically excepted.

**Q. Protest Bond**

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

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

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

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

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

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

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

## **R. Fidelity/Dishonesty Bond**

Within ten (10) working days of notification of an award, the Subgrantee shall submit to MDCPS a Fidelity/Dishonesty Bond in favor of MDCPS with surety or sureties satisfactory to MDCPS for the term of the subgrant. The amount of the Bond will equal 25% of the total subgrant award. Failure to provide the Fidelity/Dishonesty Bond within the stated time period may result in the Subgrantee being deemed as nonresponsive and the proposal may be immediately disqualified with no further consideration given for potential awarding of the contract to said Subgrantee.

The Bond shall be secured from a company authorized to transact business in the State of Mississippi. The Bond shall be made payable to MDCPS.

The Bond shall become effective upon written notification that a subgrant has been awarded to the Subgrantee. The Bond shall remain in full force and effect for the duration of the subgrant. Any action by the Subgrantee and/or the bonding company to revoke and/or cancel the Bond prior to the expiration of the subgrant will constitute a breach of subgrant and will result in immediate cancellation of the subgrant. Shall this occur the Subgrantee will be held liable for any additional costs incurred by MDCPS in seeking replacement services.

## **S. Publicity**

Any use or reference of this RFP by the Subgrantee/Proposer to promote, solicit or disseminate information regarding the award of the Subgrant or the services being provided is prohibited, unless otherwise agreed to in writing by MDCPS.

## **T. Rights to Data**

MDCPS will retain custody of and have primary rights to any data developed under this award. The subgrantee shall make reasonable efforts; however, to provide MDCPS and

other researchers' appropriate and speedy access to research data from this project and establish public use files of research data developed under this award.

### **Section III – Proposal Format**

Acceptable proposals shall offer all services identified in Section I, and agree to the contract conditions specified in Section V, Subgrant Terms and Provisions.

#### **A. Proposal Preparation**

Proposals shall be signed by an authorized representative of the Proposer. All information requested shall be submitted. Proposals which lack key information discussed in Section II, will be rejected by MDCPS.

Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal shall reference the paragraph number or letter of the corresponding section of the RFP. If the response covers more than one page, the paragraph number and/or letter shall be repeated at the top of the next page. Information which the Proposer desires to present that does not fall within any of the requirements of the RFP shall be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. *Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.*

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

#### **B. Required Proposal Contents**

Responses to this RFP shall consist of the following components and be presented in the order below. Each of these components shall be separate from the others and uniquely identified in an index or table of contents. All required elements from Section I shall be included. All elements requested in this document shall be submitted and conform to the format specified below:

##### **1. Table of Contents**

Proposals shall contain an index or table of contents with page/section/subsection headings and page numbers identifying where this information can be located for review.

##### **2. Proposal Cover Sheet**

Proposals shall contain the enclosed cover sheet in Exhibit A, identifying the document as a proposal to respond to this RFP. The organization submitting the

proposal shall be identified and the date of submission of the proposal shall be noted.

3. **Transmittal Letter**

Each proposal submitted in response to this RFP shall include a transmittal letter addressed to Leigh Washington, RFP Coordinator which includes the following:

- A. A statement that the proposal is being submitted in response to this RFP.
- B. A statement indicating the areas of service in the State for which the response is being submitted.
- C. A statement that the individual who signed the letter is authorized to legally bind the proposer.
- D. The letter shall list the name of the project and the name, telephone number and fax number of a contact person with authority to answer questions concerning the proposal.
- E. Signature by authorized representative

4. **Verification of Local Match Funds**

If applicable, a letter from the source of local match funds must be inserted into the proposal at this point. Letter must include an original signature from the funds sourcing agency representative. This letter must describe the total amount of **actual dollars** that will be available to the proposer, if awarded.

5. **Proposal Elements:**

The proposal shall include the elements requested on the program information for a wide range of comprehensive services for Families Strengthening Families Services for MDCPS.

- A. In addition, the proposer shall provide a narrative description of the need for services that is in their area and the proposer's plan to use this opportunity to address this need. Proposer must also describe how they will comply with each element included under Description of Services previously described in this document.

All required elements described in Section I shall be included. NOTE: The agency that will be named as the fiscal agent will be considered the Proposer. Proposers will provide a description of other agencies that will be collaborating under this award, if applicable.

This narrative section shall be written in a manner that is self-explanatory to outside reviewers unfamiliar with Mississippi Department of Child Protection Services.



## 6. Financial Component

### A. Financial Stability

Proposers, including the parent corporation of any subsidiary corporation submitting a response, shall include in their proposal evidence of financial responsibility and stability for the performance of the subgrant.

At a minimum, the proposal shall include an independent audit for Fiscal Year 2017; however, if the FY2017 audit has not been completed at the time the proposal is submitted, the FY 2016 audit may be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the FY 2016 audit will not be completed by the proposal submission deadline and stating the projected date of its completion. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable.

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

In the event a Proposer is either substantially or wholly owned by another corporate entity, the proposal shall also include an independent audit for Fiscal Year 2017 for the parent organization. If the FY 2017 audit is not completed, refer to the instructions above in providing the FY2016 audit and CPA certification. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable. There shall also be a written guarantee by the parent organization that it will unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records shall be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

### B. Budget and Budget Narrative

Proposers will use the Cost Estimation Worksheet provided by MDCPS for this RFP to specify a description of services for which they can provide.

The Proposer shall include an itemized list of expenditures for the services and activities covered by the proposal. Further, the proposal shall contain a written justification (Budget Narrative) adequately explaining the Proposer/Subgrantee's funding needs. This narrative shall relate funding needs to the operation of individual activities. Sufficient detail within each line item of expenditure and each activity shall be used to clearly explain the funding needs of the operation. Each major budget category shall be justified with detail about how the funds will be used.

- Describe how the one-year, or less, proposed budget supports the administrative and programmatic activities necessary to manage the program and to accomplish the activities described in the Section I
- Describe, if applicable, how the purpose, scope, and projected cost of any sub-contracts, support programmatic and administrative activities to accomplish the proposed goals and objectives over the project period.
- A budget and budget narrative shall be attached for any subcontracted services involved in the operation of the proposed program.
- Provide a cost summary of the key personnel, including the program personnel and any sub contracted personnel.

**NO MORE THAN 10% OF THE TOTAL AMOUNT REQUESTED MAY BE BUDGETED FOR ADMINISTRATIVE COSTS.**

- C. Other Required Statements shall be included as a separate appendix to the proposal.

The proposal shall contain the information or statements described below. Failure by any Proposer to include the information or statements in the proposal may result in its being declared unacceptable, and the Proposer will receive no further consideration for award of the subgrant.

#### Examination of Records

At the time a proposal is submitted, the Proposer shall include a statement of whether there is a reasonable expectation that it is or would be associated with any parent, affiliate, or subsidiary organization in order to provide any service to comply with the performance requirements under the resulting subgrant of the RFP. This statement is required whether the association is a formal or informal arrangement. If an association may exist, the Proposer will also be required to submit with the proposal written authorization from the parent, affiliate or subsidiary organization granting the right to MDCPS 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 Proposer will be required to obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship. Failure to submit such certification and authorization will constitute grounds for termination of the subgrant at the option of the State.

D. Conflict of Interest

Proposer 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 MDCPS, be grounds for rejection of the Proposer's proposal or termination of any contract awarded. All proposals shall include the following:

- i. A statement identifying those individuals who were involved with the preparation of the proposal.
- ii. A statement identifying all Proposer personnel currently under contract with the State who participated, either directly or indirectly, in any activities related to the preparation of the Proposer's proposal, and a statement identifying in detail the nature and extent of such activities.
- iii. A statement certifying that the Proposer's personnel have not had any contacts with any MDCPS personnel involved in the development of the RFP, or, if such contacts have occurred, a statement identifying in detail the nature and extent of such contacts and the personnel involved.

E. Proposer shall furnish MDCPS with certified copies of its Articles of Incorporation, By-laws, Resolutions, and any other documentation that evidence both the authority of the signatory to execute a binding contract on behalf of the proposer, and documentation that would prove that the organization offering the proposals is a legal entity.

F. **CERTIFICATIONS OF COMPLIANCE AND ASSURANCES.** The Proposer shall sign and date five (5) Certifications and Assurances documents attached hereto.

G. The following required statements shall be included in the proposal:

- i. A statement of acceptance of all terms and conditions stated within the RFP or a detailed statement of exception for each item excepted by the Proposer.
- ii. A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Proposer and each subcontractor.
- iii. A statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.
- iv. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions.
- v. A statement that the Proposer has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities.
- vi. A statement that the Proposer 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 Proposer prior to award, either directly or indirectly, to any other proposer/contractor or competitor.
- vii. A statement that costs quoted in the proposal will remain in effect through the term of the contract.
- viii. A statement from all Proposers that they 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 Proposer is a religious organization, the prohibition as to religious discrimination shall be deleted from the Proposer's discrimination statement/certification.
- ix. 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 mental or physical disability. If the subcontractor is a religious organization, the prohibition as to religious discrimination shall be deleted from the subcontractor's discrimination statement/certification.
- x. A statement of assurance that federal funds will not be expended for sectarian instruction, worship, prayer or proselytization purposes.
- xi. A statement that services will be provided to all eligible persons, regardless of a potential participant's race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. The Proposer and subcontractor cannot, on the

basis of race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability, treat one person differently from another in determining eligibility, benefits or services provided, or applicable rules.

- xii. A statement certifying to MDCPS that no federal funds or State funds have been used or will be used to influence any government official.
- xiii. A statement certifying that the Proposer has not been debarred or prohibited from performing, or offering to perform, any of the services requested in this RFP, either by the Federal government, or by any state or territory of the United States.
- xiv. A statement certifying that the proposal will be valid for sixty (60) days after the proposal opening date.
- xv. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDCPS, will be located in the State of Mississippi.
- xvi. A statement certifying that the Proposer and each subcontractor will not duplicate services. The Proposer shall ensure that expenses incurred for Families Strengthening Families Services provided for another funding source/grant will not be charged to this grant. Individuals receiving Families Strengthening Families Services under another funding source/grant will not be included in the count for the number of participants served in this grant.
- xvii. Certification that each person signing this proposal is the person in the Proposer'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.
- xviii. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDCPS, will be located in the State of Mississippi.
- xix. A statement that the proposer agrees to provide all Families Strengthening Families Services at the level necessary to accomplish the goals and intent of the project.

7. **Taxpayer identification number and certification (W-9)**

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

8. **E-verify documentation** <https://www.uscis.gov/e-verify/e-verify-enrollment-page>

## Section IV - Evaluation and Award Criteria

### PROPOSAL (MAXIMUM 70 POINTS)

The proposal includes all elements requested in this document and describes a thorough and reasonable plan for service provision, if awarded.

The evaluation of the responses will be based on the following criteria:

- A. Proposal provided a service plan that demonstrated the ability to provide a wide range of comprehensive services for Families Strengthening Families Services for MDCPS. This should demonstrate the proposer's Understanding of the project and an Implementation Plan. **35 points**
- B. Proposal provided an evaluation plan and tools that will measure service outcomes. **10 points**
- C. Proposal included a record of past performance including the ability to form strong partnerships with family members, local schools, county MDCPS offices, juvenile justice systems, area mental health programs, local health departments and other partners that focus on child safety, permanency, well-being, and self-sufficiency. Describe and list the collaborations with local agencies and organizations. Identify any organizations that will act as partners in funding, managing, or providing services for this program and the specific roles that each shall play in executing the Scope of Services. At least **three** letters of collaboration must be included in the proposal. It is recommended that applicants include letters of collaboration from the agencies below as applicable to the proposed program. **15 points**
- D. Proposal included organization chart, personnel, qualifications, and staff duties demonstrating the ability to provide the services as outlined in Section I., Proposal Content #4, Page 6. **10 points**

#### **BUDGET AND BUDGET NARRATIVE (MAXIMUM 30 POINTS)**

The 12-month (more or less, if applicable) budget request is reasonable for the proposed scope of services and the areas to be served. Emphasis is placed on deliverable products and services versus administrative costs. The applicant is expected to submit its best and lowest budget, and MDCPS reserves the right to reject any proposal with an unreasonable budget. Applicant shall be willing to negotiate a lower Indirect Cost Rate (ICR), and fringe benefit rate. The Budget Narrative shall provide a brief description justifying each requested budgeted amounts for each budget line item.

Administrative costs are subject to a 10% limitation, and indirect services cost is limited to 10%. Administrative costs include costs related to the direct oversight of the funded project and shall not include costs related to personnel performing services offered as a result of the funding. Administrative costs shall include a portion of the administrator's salary, fringe, travel, equipment costs, etc. To assist in creating the budget narrative, a sample budget may be reviewed in the MDHS Subgrant/Agreement Manual online at [http://www.mdhs.ms.gov/wp-content/uploads/2018/03/Subgrant\\_dpi\\_submanual.pdf](http://www.mdhs.ms.gov/wp-content/uploads/2018/03/Subgrant_dpi_submanual.pdf)

**SUBCONTRACTOR BUDGET (IF APPLICABLE) (NO POINTS)**

A budget and budget narrative shall be attached for any subcontractor services involved in the operation of the program(s).

**TOTAL POINTS POSSIBLE: 100**

**(75 POINTS OR ABOVE IS CONSIDERED A PASSING SCORE IN PHASE II.)**

**OVERVIEW OF EVALUATION METHODOLOGY**

1. At any time during the evaluation, MDCPS may request a Proposer to provide explicit written clarification of any part of the Proposer's proposal.
2. At its discretion, MDCPS may perform an appropriate cost and pricing analysis of a Proposer's proposal.
3. If a subgrant is awarded, the award will be made to that financially responsible and technically responsive Proposer whose proposal conforms to the conditions and requirements of this RFP, and which is most advantageous to MDCPS with price and other factors considered. MDCPS will notify the successful Proposer in writing of the award of the subgrant. MDCPS will notify the unsuccessful Proposers in writing that their proposals have not been accepted.
4. The evaluation will be conducted in three phases:
  - a. Phase I In House Review Process
  - b. Phase II Evaluation and Rating of Proposals
  - c. Phase III Selection of the Successful Proposer(s)

**PROPOSAL REVIEW COMMITTEE**

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

**PROPOSAL REVIEW PHASES**

- A. Phase I - In-House Reviews

1. A responsive proposal shall comply with the instructions listed in this RFP and follow the format defined in Section III. This phase will entail the review and confirmation of the mandatory technical, format, and content requirements contained in Section III (Proposal Format) and Section II. At the deadline to submit the proposal, MDCPS staff will review proposals for eligibility of review. In order to be eligible for review, **ALL** of the following elements shall be present/included with the proposal submission:

- Proposal submitted
- Received by published deadline
- Required number of copies along with original provided
- Completed and signed Acknowledgement of Amendment Form, **if applicable**
- Proposal clearly indexed, numbered and divided by sections
- Proposal includes Cover Sheet
- Proposal includes Transmittal Letter signed by authorized representative
- Taxpayer identification number and certification (W-9)
- E-verify registration/enrollment documentation (Exhibit M)

MDCPS reserves the right to reject any and all proposals. If all requirements are satisfied, the proposal is eligible for Phase II of the review process. Proposals are assigned a unique proposal number. If a proposal is ***not*** eligible for Phase II of the review process, the applying agency will be notified in writing which may include electronic mail.

#### B. Phase II - Evaluation and Rating of Proposals

- a. Only those proposals found to be responsive under Phase I will be considered in Phase II. During the course of the Phase II evaluation, MDCPS may request oral presentations by Proposers and an interview with the proposed key/lead personnel. Reference checks may also be made. However, MDCPS reserves the right to make an award without further clarification of the proposals received. Therefore, it is important that each proposal be submitted in the most complete manner possible.
- b. To solicit proposal reviewers for the Phase II of the review process, MDCPS will publish an Invitation to Review to potential proposal reviewers. Proposal reviewers may consist of professionals from a variety of settings and employees of MDHS. Reviewers are volunteers and are never paid, or in any way compensated for their time or expertise.
- c. Reviewers shall sign a Confidentiality Agreement stating that all proposal information and the review process are confidential and may not be discussed. Once Confidentiality Agreements have been signed and returned, reviewers are presented with a list of names of applying agencies. Reviewers shall recuse themselves from reviewing any proposal from an agency which represents a conflict of interest. Once Recusal Forms have been completed, the remaining Reviewers are assigned a unique Reviewer Number. Reviewers are assigned proposals.

#### C. Phase III - Selection of the Successful Proposer(s)



- a. Only the proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. Reviewer scores are reviewed by MDCPS to ensure accurate reporting of scores only. A score of 75 is the minimum score allowed to be considered for award. MDCPS will contact the proposal with the highest score to enter into contract negotiations. If negotiations are successful, a contract will be offered to the applying agency. All other proposals will be notified in writing (may include electronic mail) of the award status of their proposal.
- c. Based upon the Evaluation Committees' scores, recommendations will be made by the MDCPS Program Director and the Deputy Commissioner of Administration with the final decision being made by the MDCPS Commissioner.

If at any time, MDCPS discovers any action or event that represents a conflict of interest during the course of the review process, new reviewers will be assigned to any and all proposals impacted.

MDCPS may submit a list of detailed comments, questions, and concerns to one or more Proposers for response. MDCPS may require said response to be written, oral, or both. MDCPS will only use written responses for evaluation purposes. The total score for those Proposers selected to respond may be revised as a result of the responses. Subsequent to this, MDCPS will select and notify the successful Proposer.

First consideration will be given to the Proposer(s) with the highest total points. Proposer(s) with the next highest number of points may be selected for consideration until all funding for this opportunity has been expended. MDCPS may also cancel this RFP or reject proposals at any time prior to award of a subgrant. MDCPS is not required to furnish a statement of the reason(s) why a proposal was not accepted.

The final award decision will be made by the Commissioner of MDCPS. The Commissioner may accept or reject the recommendation of the Evaluation Committee.

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

**Section V: SUBGRANT TERMS AND PROVISIONS**

**STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
SUBGRANT AGREEMENT**

**SUBGRANT AGREEMENT NUMBER: #**

The **MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**, hereinafter referred to as "MDCPS," and [SUBGRANTEE'S NAME], Inc., 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, MDCPS 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 MDCPS 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, MDCPS wishes to purchase such services from Subgrantee;

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

**SECTION I  
PURPOSE**

The purpose of this Agreement is to engage the [ ] 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 MDCPS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference and the "2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan," attached hereto as Exhibit B.

### SECTION III TERM OF AGREEMENT

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning Month, Day, Year or after all parties have signed, whichever is later, and end Month, Day, Year. This subgrant may be renewed at the discretion of MDCPS upon written notice to Subgrantee at least ninety days prior to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original subgrant and/or subsequent subgrants. The total number of renewal years permitted shall not exceed [four], or extend past [add date]. However, if MDCPS does not intend to renew the contract, the [Subgrantee's Name] shall be notified at least ninety (90) days prior to the contract 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 MDCPS shall not exceed \_\_\_\_\_(\$ \_\_\_\_\_) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets attached hereto as Exhibit C 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 MDCPS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIII of the Agreement.

#### C. CONSIDERATION AND METHOD OF PAYMENT

Payment method is by **Cost Reimbursement** as referenced on the Subgrant/Contract Signature Sheet, Item 6. Eligible expenses are outlined in the Budget Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDCPS 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. Subgrantee shall submit request for reimbursement to [subgrant.claims@mdcps.ms.gov](mailto:subgrant.claims@mdcps.ms.gov).

**SECTION V  
AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**SECTION VI  
RELATIONSHIP OF THE PARTIES**

- A.** It is expressly understood and agreed that MDCPS 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 MDCPS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDCPS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDCPS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDCPS 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. MDCPS 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 MDCPS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDCPS.
- 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 MDCPS 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 MDCPS, its obligations under this Subgrant, or if Subgrantee violates any of the covenants, agreements, or stipulations of this Subgrant, MDCPS 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

1. *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this subgrant in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Subgrantee specifying the part of the subgrant terminated and when termination becomes effective.
2. *Subgrantee's Obligations.* Subgrantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Subgrantee will stop work to the extent specified. Subgrantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Subgrantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Subgrantee to assign Subgrantee's right, title, and interest under terminated orders or subcontracts to the State. Subgrantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

### C. TERMINATION FOR DEFAULT

1. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent

Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**C. TERMINATION UPON BANKRUPTCY**

This subgrant may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

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

This Subgrant may be terminated by the MDCPS in whole, or in part, with 15 days' notice whenever MDCPS 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.

**E. TERMINATION FOR FORCE MAJEURE**

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

**F. 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.

**G. 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 MDCPS, 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 MDCPS for damages sustained by MDCPS by virtue of any breach of this Agreement by Subgrantee, and MDCPS may withhold any payments to

Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDCPS 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 MDCPS, become the property of MDCPS and shall be disposed of according to MDCPS' directives.

The rights and remedies of MDCPS 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, MDCPS 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 MDCPS;
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 MDCPS as authorized by the Mississippi Administrative Procedures Law, Mississippi Code Annotated 1972, as amended, Section 25-43-1 et. seq., or under the complaint procedure of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, whichever is appropriate to the complaint as directed by MDCPS.

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



Subgrantee shall comply with all applicable policies and procedures of MDCPS 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 2016 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 MDCPS.

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

## **SECTION X STANDARD ASSURANCES**

This Agreement is subject to the Subgrant/Contract Signature Sheet, the Budget and Cost Summary Support Sheets, the Budget Narrative, the Scope of Services (Exhibit A), the Standard Assurances, the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, the Certifications Regarding Monitoring Findings; Audit Findings; and Litigation Occurring within the Last Three Years, the Certification of Adequate Fidelity Bonding (Exhibit C), Board Member's Notification of Liability, (Exhibit D) 2016 MDHS Subgrant/Agreement Manual Acceptance Form (Exhibit E), Federal Debarment Verification Requirement (Exhibit F) and Partnership Debarment Verification Form (Exhibit G); 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 MDCPS 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 MDCPS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDCPS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDCPS.

**B. USE OF FUNDS**

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

**C. ADMINISTRATIVE CHARGES**

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

**SECTION XII  
ELIGIBILITY FOR SERVICES**

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

**SECTION XIII  
CONFIDENTIALITY**

All information regarding applicants for and recipients of services under this Agreement shall be available only to MDCPS, 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 2016 MDHS Subgrant/Contract Manual and all applicable laws, statutes, rules and regulations.

**B. INDEPENDENT AUDITING**

Subgrantee shall comply with the Single Audit Act of 1996, the applicable Office of Management and Budgets (OMB) Circular(s) and the 2012 MDHS Subgrant/Contract 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**

MDCPS retains the right to perform a supplemental audit and review, when MDCPS 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 MDCPS 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 MDCPS, including recoupment of funds paid to Subgrantee under this Agreement.

**SECTION XV  
INDEMNIFICATION**

MDCPS 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 MDCPS 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 its employees, agents, contractors, and/or subcontractors in the performance of this Subgrant. Subgrantee agrees that in any contract or subcontract into which it enters for the provision of the services covered by this Agreement, it shall require that its Contractors/Subcontractors, their officers, representatives, agents, and employees shall release and hold harmless MDCPS and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

**OR**

***Only, use this option with Subgrantees that are State agencies or political subdivisions of the State***

**SECTION XV**

**RESPONSIBILITY FOR CLAIMS**

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

**SECTION XVI  
INSURANCE**

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

**SECTION XVII  
RECORDS**

**A. MAINTENANCE OF RECORDS**

Subgrantee shall maintain fiscal and program records, books, documents, and adhere to Generally Accepted Accounting Principles, which sufficiently and properly reflect all direct and indirect costs and cost of any nature expended in the performance of this

agreement. Such records shall be subject, at all reasonable times, to inspection, review, audit or the like, by MDCPS 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 MDCPS, as required, necessary and proper vouchers, documentation and otherwise to

support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for State, Local and Tribal Governments and OMB A-21, Cost Principles for Educational Institutions.

## **B. ACCESS TO RECORDS**

Subgrantee agrees that MDCPS, 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 MDCPS' Records Retention and Access Policy, as set forth in the 2016 MDHS Subgrant/Agreement Manual.

## **D. FINANCIAL DOCUMENTS**

The Subgrantee, by its signature affixed to this Subgrant Agreement, authorizes the release to MDCPS 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 MDCPS 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 MDCPS written monthly reports of costs incurred and such reports shall contain sufficient data to provide evidence of budget compliance and shall be due ten (10) calendar days after the close of each month. Such reports shall be complete for the period covered and shall contain financial details pertaining to the execution of their subgrant.

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

**B. TERMINATION REPORTS**

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

**C. FINAL FISCAL REPORT**

The Subgrantee shall provide a final fiscal report to MDCPS 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 MDCPS to Subgrantee and not expended for activities or services under this Agreement or funds expended in violation of this Agreement, shall be considered MDCPS funds and shall be returned to MDCPS in full. Where deemed appropriate by MDCPS 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 MDCPS. Proper procedures for closeout of the Subgrant, as detailed in the 2016 MDHS Subgrant/Agreement Manual, Section 11, shall be followed.

**D. TAX REPORTS**

Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDCPS 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 Deputy Commissioner of MDCPS. 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 Commissioner of the Mississippi Department of Child Protection Services a written request for review. Pending final decision of the Commissioner or his designee, the Subgrantee shall proceed in accordance with the decision of the Commissioner of MDCPS.

In a review before the Commissioner 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 Commissioner 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  
NON SOLICITATION OF EMPLOYEES**

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State or Contractor.

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

**A. PATENTS**

Should the activities of Subgrantee or its Contractor/Subcontractor include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent rights clauses as set forth in Public Law 98-620 (1984), 37 CFR 40, Part 401 - Rights to Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants, Subgrants, and Cooperative Agreements or any other applicable provision required by state and/or federal law, rule or regulation.

**B. COPYRIGHTS**

MDCPS 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 MDCPS 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 MDCPS at any time, and all information thereon shall belong to MDCPS, and shall be delivered to MDCPS on MDCPS' 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 MDCPS. Such programs and files shall be identified by program and file name.

**SECTION XXIV  
ALTERATION OR MODIFICATION OF AGREEMENT**

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

**SECTION XXV**



**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 XXVI  
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 XXVII  
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 MDCPS Inventory Management Policy within the 2016 MDHS Subgrant/Agreement Manual.

**SECTION XXVIII  
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 XXIX  
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 MDCPS. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.

**SECTION XXX  
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 MDCPS 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. MDCPS will hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the 2016 MDHS Subgrant/Agreement Manual.

### **SECTION XXXI APPLICABLE LAW**

The subgrant shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Subgrantee shall comply with applicable federal, state, and local laws and regulations.

### **SECTION XXXII E-VERIFY**

If applicable, Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. 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 hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Subgrantee to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Subgrantee by an MDCPS, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both.

In the event of such cancellations/termination, Subgrantee would also be liable for any additional costs incurred by the State due to Subgrant cancellation or loss of license or permit to do business in the State.

### **SECTION XXXIII TRANSPARENCY**

This subgrant, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this subgrant 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 Subgrantee 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.

**MISSISSIPPI DEPARTMENT OF CHILD  
PROTECTION SERVICES**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Jess H. Dickinson, Commissioner

Title: Deputy Commissioner

**[SUBGRANTEE'S NAME HERE]**

By: \_\_\_\_\_  
Authorized Signature

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

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

Name of Proposer: \_\_\_\_\_

**Exhibit A  
Proposal Cover Sheet**

The Mississippi Department of Child Protection Services is soliciting Proposals from qualified Proposers.  
**PLEASE MARK YOUR ENVELOPE:**

**Request for Proposals for Community-Based Child Abuse/Neglect Prevention Services  
RFP No. 2018CBCAPNS001**

**PROPOSAL DEADLINE: May 21, 2018, 12:00 p.m., Central Time**

**OPENING DATE: May 21, 2018, 2:00 p.m., Central Time**

**Mississippi Department of Child Protection Services**

**750 North State Street**

**Jackson, Mississippi 39205**

**SEALED PROPOSAL PACKAGE**

**\*\*\*DO NOT OPEN\*\*\***

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

**Amount of Funding Requested:** \$ \_\_\_\_\_ *(include all associated costs with no additional or hidden fees)*

**Proposer Organization Information:**

**Name of Organization:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Authorized Official:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**Tax I.D. No.:** \_\_\_\_\_ **DUNS No.:** \_\_\_\_\_

**BUSINESS ID No.** (Issued from Mississippi Secretary of State's Office *(Out-of-state corporations ONLY)*): \_\_\_\_\_

**Contact Person for Proposer:**

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

**Phone:** (     ) \_\_\_\_\_ **Email:** \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

BMNL-003-01  
March 2017

**Exhibit B**  
***NON STATE AGENCIES ONLY***  
**Mississippi Department of Child Protection Services**  
**Mississippi Department of Human Services**  
**Board Member's Notification of Liability**  
**Liability**

MDCPS 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 MDCPS 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: \_\_\_\_\_

## Exhibit C

### STANDARD ASSURANCES AND CERTIFICATIONS

#### OVERVIEW

Each Subgrantee and any lower-tier subrecipient must assure compliance with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDHS. The assurances listed in this section may not be applicable to a particular project or program, and there may be additional assurances required by certain Federal awarding agencies. Therefore, all subgrantees are responsible for knowing the specific requirements of their awards. Templates for required certifications are available online through subgrantees' MDHS employee account at [www.mdhs.ms.state.us](http://www.mdhs.ms.state.us).

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

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

#### STANDARD ASSURANCES

The Subgrantee assures that it:

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

**STANDARD ASSURANCES AND CERTIFICATIONS**

above-stated period. The request shall be completed by submission of the Request to Dispose of Records form (MDHS-DPI-001);

4. Shall comply with the Single Audit Act Amendments of 1996;
5. Shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
6. Shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subgrant;
7. Shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, or constitutes, or presents the appearance of any other personal or organizational conflict of interest, or personal gain;
8. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

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

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

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

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

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

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

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

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

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

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

**STANDARD ASSURANCES AND CERTIFICATIONS**

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

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



## 18. STANDARD ASSURANCES AND CERTIFICATIONS

19. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974;
20. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (I) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;
21. 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;
22. 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;
23. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant;
24. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
25. Shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division;
26. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);
27. Shall provide the required certification regarding their exclusion status and that of their principal's prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;
28. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
29. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;
30. 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

Name of Proposer: \_\_\_\_\_

**STANDARD ASSURANCES AND CERTIFICATIONS**

- 31. terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.
- 32. Shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.
- 33. Shall comply with the Pilot program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the subgrantee/lower-tier subrecipient shall provide written notification to all employees, of the subgrantee/lower-tier subrecipient, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Subgrantees shall also include in each agreement with lower-tier subrecipients the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
- 34. Shall ensure that it will require any lower-tier subrecipients to comply with the above listed regulations and any other applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.

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

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

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

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

**Exhibit D**  
**Mississippi Department of Child Protection Services**  
**Mississippi Department of Human Services**  
**COST SUMMARY SUPPORT SHEET**

**General**

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

**Instructions**

*(1) Applicant Agency*

Enter the name of the subgrantee.

*(2) Agreement Number*

To be assigned by MDHS Division of Budgets and Accounting.

*(3) Grant ID*

To be provided by MDHS funding division.

*(4) Beginning*

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

*(5) Ending*

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

*(6) Activity*

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

*(7) Budget Category*

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

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

*(8) Budget Amount*

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

Name of Proposer: \_\_\_\_\_

Mississippi  
Form MDHS-CSSS-1007  
Revised 10/31/2016

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
COST SUMMARY SUPPORT SHEET**

Page      of      Pages

<b>1. Applicant Agency</b>								
<b>2. Subgrant Number</b>		<b>3. Grant ID</b>		<b>4. Beginning Date</b>		<b>5. Ending Date</b>		
<b>6. Activity</b>								
<b>7. Budget Category</b>			<b>8. Budget Amount</b>					
			<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Program</b>	<b>In-Kind</b>	<b>Total</b>
<b>TOTAL</b>								

## Exhibit D

### General

The Budget Summary (MDHS-BS-1006) is a compilation of the specific budget activities Authorized in the subgrant as indicated on each of the Cost Summary Support Sheets (MDHSCSSS-1007).

### Instructions

1. *Applicant Agency*  
Enter the name of subgrantee.
2. *Agreement Number*  
To be assigned by MDHS Division of Budgets and Accounting.
3. *Grant ID*  
To be provided by the funding source.
4. *Beginning*  
Enter the start date for the subgrant period as shown on the Subgrant Signature Sheet (MDHS-SCSS-1002) and on the Cost Summary Support Sheets.
5. *Ending*  
Enter the date the subgrant period expires as shown on the Subgrant Signature Sheet and on the Cost Summary Support Sheets.
6. *Submitted as Part of (Check One)*
  - a. *Funding Request* - if part of an application for funds.
  - b. *Modification Request No.* - if a revision to a Budget Summary.
  - c. *Enter Modification Effective Date.*
7. *Budget Activity*  
List separately each budget activity for which a separate Cost Summary Support Sheet has been prepared. Enter the Source of Funds for each budget activity. The amount entered on the Budget Summary must come from the TOTAL COSTS line on the bottom of the Cost Summary Support Sheet.

Name of Proposer: \_\_\_\_\_

Mississippi  
 Form MDHS-BS-1006  
 Revised 10/31/2016

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
 MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
 BUDGET SUMMARY SUPPORT SHEET**

Page      of      Pages

<b>1. Applicant Agency</b>						
<b>2. Agreement Number</b>		<b>3. Grant ID</b>		<b>4. Beginning Date</b>		<b>5. Ending Date</b>
<b>6. Submitted as part of: (check one)</b>						
A. Funding Request ( <input type="checkbox"/> )                    B. Modification ( <input type="checkbox"/> )                    Modification Effective Date: _____						
<b>7. Budget Activity</b>	<b>Funding Sources</b>					
	<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Program</b>	<b>In-Kind</b>	<b>Total</b>
<b>TOTAL</b>						

Name of Proposer: \_\_\_\_\_

SAMA-003-01  
MARCH 2017

**Exhibit E**

**MDHS Subgrant/Agreement Manual Acceptance Form**

Subgrant/Agreement Manual Coordinator

Each Subgrantee should designate a Mississippi Department of Child Protection Services, 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 2016 Mississippi Department of Human Services Subgrant/Agreement Manual.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

Name of Proposer: \_\_\_\_\_

**Exhibit F**

**Mississippi Department of Child Protection Services**

***Pre-Applicant's Statement of Acknowledgment***

I understand and acknowledge that my signature on the attached Subgrant Signature Sheet, Subgrant Agreement, and other documents and exhibits does not constitute a subgrant until same is approved and signed by the Commissioner of the MDCPS, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MDCPS may direct the Families Strengthening Families Services Program Unit, to reject any or all applications.

Name \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_



Name of Proposer: \_\_\_\_\_

**Exhibit G**

Partnership Debarment Verification Form  
Revised April 5, 2016

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
FEDERAL DEBARMENT VERIFICATION FORM**

*Please Print/Type Clearly in Blue Ink*

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Name of Proposer: \_\_\_\_\_

**Exhibit H**Federal Debarment Verification Form  
Revised April 5, 2016**MISSISSIPPI DEPARTMENT OF CHILD PROTECTON SERVICES  
PARTNERSHIP DEBARMENT VERIFICATION FORM***Please Print/Type Clearly in Blue Ink*

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management. 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 MDCPS.

\_\_\_\_\_  
Signature of Authorized Official\_\_\_\_\_  
Date

Name of Proposer: \_\_\_\_\_

**Exhibit I**  
**REQUIRED LETTER OF INTENT**  
Date

Mr./Ms./Dr. \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Dear Leigh Washington, RFP Coordinator:

This letter confirms our intent to submit a proposal pursuant to RFP No. 2018CBCANPS001

\_\_\_\_\_ service area includes \_\_\_\_\_  
Organization Name Area/Counties

Also, in compliance with the requirements of the letter of intent, \_\_\_\_\_  
Organization Name

submits the following information:

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Tax I.D. Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Authorized Official's Email Address: \_\_\_\_\_

Thank you for your consideration.

Sincerely,

Authorized Official

Name of Proposer: \_\_\_\_\_

**Exhibit J**

**Acknowledgement of Amendment to RFP No. 2018CBCANPS001**

I, \_\_\_\_\_, acknowledge that RFP No. 2018CBCANPS001 has been amended on  
Authorized Official's Name  
\_\_\_\_\_ to include the following:  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, understand that proposals will **only** be accepted from  
Authorized Official's Name  
proposers who submit this acknowledgement of amendment # \_\_\_\_\_.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Official's Typed Name/Title

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

**This acknowledgement should be enclosed in accordance with the instructions located in Section II., Paragraph I of this RFP.**

**Exhibit K**

**2<sup>nd</sup> Modified Mississippi  
Settlement Agreement and  
Reform Plan**

**(See Mississippi Department of Child Protection Services Website)  
<https://www.mdcp.ms.gov/olivia-y-lawsuit/>**

Name of Proposer: \_\_\_\_\_

**Exhibit L**  
**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

Company ID Number:

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

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a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.



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9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final

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nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-4644218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall

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not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who

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are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6, ii. The employee's work authorization has not expired, and iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6, ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

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4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

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3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV SERVICE PROVISIONS A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V MODIFICATION AND TERMINATION A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

#### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.



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2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, E-Verify MOU for Employers | Revision Date 06/01/13  
Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any

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inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

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Approved by:

<b>Employer</b>	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date

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Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MISSISSIPPI

1 site(s)



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Company ID Number:

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name  
Phone Number  
Fax Number  
Email Address

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