REQUEST FOR PROPOSALS

To Provide: Implementation of Compliance with Licensure Standards for Qualified Residential Treatment Program Providers

Issue Date: 10/27/2020

CLOSING LOCATION

Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202

PROPOSAL COORDINATOR

Noah Gibson, Procurement Director
Telephone: 601-359-4806
E-Mail: noah.gibson@mdcps.ms.gov

CLOSING DATE AND TIME

Proposals must be received by 5:00 PM 12/04/2020
SECTION 1

1.1 Proposal Acceptance Period
The original and four (4) copies of the proposal, five (5) copies total, shall be signed and submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39202 no later than the time and date specified for receipt of proposals. Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and retained as a part of the procurement file. The envelope or package shall be marked with the proposal opening date and time, and the number of the request for proposals (RFP #3150003201). The time and date of receipt shall be indicated on the envelope or package by the Mississippi Department of Child Protection Services (hereinafter “MDCPS”). Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDCPS may request that the respondent withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST Advertisement:</td>
<td>10/27/2020</td>
</tr>
<tr>
<td>2ND Advertisement:</td>
<td>11/03/2020</td>
</tr>
<tr>
<td>Deadline for Requests for Clarification:</td>
<td>11/13/2020</td>
</tr>
<tr>
<td>Amendment to Address Requests for Clarification:</td>
<td>11/20/2020</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals:</td>
<td>12/04/2020</td>
</tr>
<tr>
<td>Evaluation of Proposals:</td>
<td>12/07/2020-12/18/2020</td>
</tr>
<tr>
<td>Notice of Intent to Award:</td>
<td>12/18/2020</td>
</tr>
<tr>
<td>Subgrant Period of Performance:</td>
<td>1/01/2021-9/30/2021</td>
</tr>
</tbody>
</table>

The dates in this subsection are subject to change at the sole discretion of MDCPS.

1.1.2 Rejection of Proposals
Proposals which do not conform to the requirements set forth in this Request for Proposals may be rejected by MDCPS. Proposals may be rejected for reasons which include, but are not limited to, the following:

1) The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
2) The proposal is conditional.
3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
4) The proposal is received late. Late proposals will be maintained unopen in the procurement file.
5) The proposal is not signed by an authorized representative of the party.
6) The proposal contains false or misleading statements or references.
7) The proposal does not offer to provide all services required by the Request for Proposal.

1.2 Expenses Incurred in Preparing Offers
MDCPS accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

1.3 Proprietary Information
The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 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.

1.4 Registration with Mississippi Secretary of State
By submitting a proposal, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

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

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

1.7 Additional Information
Questions about the contract portions of the procurement document must be submitted in writing to Noah Gibson at noah.gibson@mdcps.ms.gov. Questions concerning the technical portions of the procurement document should be directed to Noah Gibson at noah.gibson@mdcps.ms.gov. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.
1.8 **Type of Contract**
Compensation for implementation will be in the form of a cost reimbursement agreement.

1.9 **Written Proposals**
All proposals shall be in writing.

SECTION 2

2.1 **Purpose and Background**
The Mississippi Department of Child Protection Services (MDCPS) is Mississippi’s lead child welfare agency. The mission of MDCPS is to lead Mississippi’s efforts in keeping children and youth safe and thriving by:

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

As Mississippi’s lead child welfare agency, MDCPS is tasked with administering federally funded child welfare programs under Title IV-E and Title IV-B of the Social Security Act. On February 9, 2018, the Family First Prevention Services Act (FFPSA) was signed into law as part of the Bipartisan Budget Act. Included in its provisions were new requirements related to funding for the placement of foster children in congregate care settings.

To implement these requirements, MDCPS has published draft licensure standards for several service types under the Act. The primary service type is the Qualified Residential Treatment Programs (QRTP), which will supplant MDCPS’s current Therapeutic Group Home placement type when FFPSA is fully implemented in Mississippi. There are also two elective service types for which MDCPS has issued draft standards: (1) Pregnant and Parenting Teen Placement Programs and (2) Supervised Independent Living Programs.

In order to assist states with FFPSA implementation, the federal government has made available transition funding designed to support implementation of the Act’s requirements. Accordingly, MDCPS, consistent with its responsibility to implement the federal regulations resulting from FFPSA, manage the Title IV-E State Plan, and administer funding to support these efforts, is issuing this request for proposals (RFP) for subgrants through which MDCPS will utilize FFPSA transition funds to reimburse costs incurred by vendors who intend to deliver QRTP, Pregnant and Parenting Teen Placement Program, and Supervised Independent Living Program services once FFPSA is fully implemented in Mississippi.

MDCPS’s draft standard for the three service types may be found here.

*This RFP will not be used to award contracts for the three service types listed herein. A separate procurement will occur at a later date to award contracts for those services. This RFP is ONLY for the distribution of FFPSA transition funds that will support providers’ work to attain compliance with MDCPS’s new licensure standards. A vendor*
may respond to the future procurement for service contracts without responding to this solicitation.

2.2 Scope of Services
MDCPS is seeking proposals from proposers who intend to respond to future solicitations for contracts to provide QRTP, Pregnant and Parenting Teen Placement Program, and Supervised Independent Living Programs services. These proposals will request reimbursement for costs incurred by the proposer in implementing the requirements of MDCPS’s revised licensure standards for these service types.

Each subgrantee awarded FFPSA transition funds will be required to submit monthly reports of the costs incurred by the subgrantee on activities related to the implementation of the draft licensure standards and providing a narrative description of the subgrantee’s progress towards compliance. The narrative description of the subgrantee’s progress will be required to include at a minimum:

1. Whether the subgrantee expects to reach full compliance with the standards by July 1, 2021;
2. Whether the subgrantee expects to reach full compliance with the standards by October 1, 2021; and,
3. Description of any barriers to full compliance the subgrantee has experienced.

2.3 Term
The term of the contract shall be for the period beginning January 1, 2021 and ending September 30, 2021.

SECTION 3

3.1 Insurance
The successful subgrantee will be required to maintain enough insurance for real property and equipment acquired or improved with federal funds that is at least equivalent to insurance maintained on non-federally funded real property or equipment. The subgrantee is not responsible for insuring federally owned property or equipment unless required by the terms and conditions of the federal award.

MDCPS has the authority to recover the value of any missing property. If property is determined to be missing, an MDCPS investigation may be initiated to determine the cause and culpability. If an investigation leads the negligence or misconduct with regard to the missing property, a demand may be made against the head of the subgrantee agency, the agency’s property officer, and/or the appropriate supervisor/director or employee.
SECTION 4

4.1 Minimum Information for Written Proposals

If a proposer intends to seek reimbursement for costs associated with implementing more than one service type, a separate proposal must be submitted for each service type (i.e. QRTP, Pregnant and Parenting Teen Placement Program, and Supervised Independent Living Programs).

Each written proposal shall contain the following information:

1. Name of the proposer and location of the proposer’s place of business;
2. The service type for which transition funding is being sought;
3. An itemized list of costs the proposer expects to incur implementing the requirements of the draft standards published by MDCPS for the service type;
4. An explanation of how each cost is associated with a requirement in the draft MDCPS standards;
5. An expected timeline of activities for implementing the draft licensure standards;
6. Evidence of the proposer’s experience and abilities in the service type and other disciplines related to the service type and any other information that demonstrates the proposer’s qualifications to deliver that type of service;
7. A listing of three (3) contracts or projects under which services similar in scope, size, or discipline were performed or undertaken, including 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;
8. An acknowledgement that the proposer is or will become registered/licensed to work in the State of Mississippi and that the proposer will comply with the Mississippi Employment Protection Act; and,
9. An acknowledgement that the proposer will agree to repay all transition funds awarded to it by MDCPS in the event that the proposer does not come into compliance with MDCPS’ standard for the service type and have a contract for the service type by October 1, 2021.

4.2 Evaluation Procedure

4.2.1 Step One:
Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

4.2.1.1 Responsive Respondent
Respondent must submit a proposal which conforms in all material respects to this Request for Proposals as determined by MDCPS.
4.2.1.2 Responsible Respondent

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

4.2.2 Step Two:

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

**Budget and Budget Narrative – 35 points (35%)**

The 9-month 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 amount for each budget line item. 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/subgrantee-manual/](http://www.mdhs.ms.gov/subgrantee-manual/).

**Technical factors (Non-identifiable) – 30 points (30%)**

(a) Does the offeror's proposal or qualification demonstrate a clear understanding of the scope of work and related objectives? – 10 points (10%)
(b) Is the offeror's proposal or qualification complete and responsive to the specific RFP requirement? – 10 points (10%)
(c) Has the past performance of the offeror's proposed methodology been documented? – 5 points (5%)
(d) Does the offeror's proposal or qualification use innovative technology and techniques? – 5 points (5%)

**Management factors (Identifiable) – 35 points (35%)**

(a) Project management: 15 points (15%)
   a. How well does the proposed scheduling timeline meet the needs of the soliciting agency? 10 points (10%)
   b. Is there a project management plan? 5 points (5%)
(b) History and experience in performing the work: 10 points (10%)
   a. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? 2.5 points (2.5%)
   b. Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance? 2.5 points (2.5%)
   c. Does the offeror document industry or program experience? 2.5 points (2.5%)
   d. Does the offeror have a record of poor business ethics? 2.5 points (2.5%)
(c) Availability of personnel, facilities, equipment and other resources: **5 points (5%)**
   a. To what extent does the offeror rely on in-house resources vs. contracted resources? **2.5 points (2.5%)**
   b. Are the availability of in-house and contract resources documented? **2.5 points (2.5%)**

(d) Qualification and experience of personnel: **5 points (5%)**

*Identifiable information that would require the identity of the offeror shall be marked in a separate package from the proposal and shall be marked as an exhibit to be separated from other sections of the proposal. Identifiable information includes, but is not limited to, the offeror’s name, address, or any other information that would identify the offeror.*

### 4.2.3 Step Three:
The MDCPS Commissioner or his/her designee will contact the respondent with the proposal which best meets MDCPS needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

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

1) **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm for providing the service type for which transition funding is being requested.
2) **Proposal:** Describe in detail how the transition funding will be used to implement the service type and bring the vendor into compliance with the draft licensure standards. Include a description of major tasks and subtasks.
3) **Corporate experience and capacity:** Describe the experience of the firm in providing similar services, give number of years that the similar services have been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
4) **Personnel:** Attach resumes of all those who will be involved in implementation of the service type and licensure process that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the implementation and licensure process.
5) **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
6) **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
7) **Additional data:** Provide any additional information that will aid in evaluation of the response.
8) **Cost data:** Estimate the total cost of the service type implementation. Cost data submitted at this stage is binding; however, this data is subject to negotiation if your organization is chosen as a finalist. Include the number of personnel proposed to be assigned to the agreement and the total estimated cost of the labor portion of the agreement (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

### 4.4 Nonconforming Terms and Conditions

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

### 4.5 Conditioning Proposal Upon Other Awards

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

### 4.6 Award

Award shall be made to the responsible respondent or respondents whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

#### 4.6.1 Notification

All participating vendors will be notified of the MDCPS’s intent to award a subgrant agreement. In addition, the MDCPS will identify the selected vendor. Notice of award is also made available to the public.

#### 4.6.2 Multiple Awards

MDCPS intends to make multiple awards as a result of this Request for Proposals.

### 4.7 Acknowledgment of Amendments

Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the response, by identifying the amendment number and date in the space provided for this purpose on the response form, or by letter. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of proposals.

### SECTION 5

#### 5.1 Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Procurement Director of MDCPS within three (3) business days of notification of the subgrant award. A post-award debriefing is a meeting and not a hearing; therefore, legal
representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Procurement Director of MDCPS in writing and identify its attorney by name, address, and telephone number. MDCPS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations.

5.2 Protest of Award
Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Proposals may file a protest with the Proposal Coordinator, Noah Gibson, Procurement Director. The protest shall be submitted in writing within seven (7) days after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Proposal Coordinator, Noah Gibson, Procurement Director, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after the deadline for submission of protests will not be considered.

5.3 Required Contract Terms and Conditions
Any agreement entered into between MDCPS and a vendor/respondent shall include the required clauses found in Attachment B (Sample Subgrant Agreement) and those that may be required by the Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations as updated, if applicable.

5.5 Mississippi Contract/Procurement Opportunity Search Portal
This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Contract/Procurement Opportunity Search Portal.

5.6 Attachments
The attachments to this Request for Proposals are made a part of this Request for Proposals as if copied herein in words and figures.

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Request for Proposals and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals and the attachments herein;

3. That the company agrees to all provisions of this Request for Proposals and the attachments herein; and,

4. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Proposals.

Printed Name: __________________________________________________________

Signature/Date: __________________________________________________________________
ATTACHMENT A

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. REPRESENTATION REGARDING CONTINGENT FEES
   Contractor represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s proposal.

2. REPRESENTATION REGARDING GRATUITIES
   The Respondent or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
   The respondent certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES
   The prospective Contractor represents as a part of such Contractor’s proposal that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

   Name/Title: ________________________________________________________________

   Signature/Date: _____________________________________________________________

**Note:** Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the proposal form may result in the proposal being rejected as nonresponsive. **Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.**
ATTACHMENT B

Subgrant Terms and Conditions

SAMPLE SUBGRANT AGREEMENT

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
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 Subgrantee to perform certain services under the Agreement.
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 “2nd 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.

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.

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 ventures, 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. 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.

**D. 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.

**E. 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 affected 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.
F. 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.

G. 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.

H. 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.

I. 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 2020 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) 2020 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 2020 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 disbursal 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 2020 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 2020 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 2020 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 2020 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](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.

SECTION XXXIV
INCLUSION OF ALL TERMS AND CONDITIONS

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

SECTION XXXV
NOTICE

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

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

By: _________________________________
    MISSISSIPPI DEPARTMENT OF CHILD
    PROTECTION SERVICES
    ANDREA SANDERS
    COMMISSIONER

By: _________________________________
    SUBGRANTEE
    AUTHORIZED SIGNATURE
ATTACHMENT C
Proposal Cover Sheet

The Mississippi Department of Child Protection Services is soliciting Proposals from qualified Proposers.

PLEASE MARK YOUR ENVELOPE:
Request for Proposals for Implementation of Compliance with Licensure Standards for Qualified Residential Treatment Program Providers
RFP No. 3150003201
Opening Date: December 4, 2020, 5:00 PM CST
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202
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:_________________________________________

ATTACHMENT D
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: ________________________________
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.

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

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

STANDARD ASSURANCES

The Subgrantee assures that it:

1. Has the legal authority to apply for and receive the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required;

2. Shall give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, or any other appropriate authorized state or Federal representatives, access to and the right to examine and copy all records, books, papers, documents, or items related to the subgrant for as long as these records are required to be retained;

3. Shall establish and maintain both fiscal and program controls and accounting procedures in accordance with Generally Accepted Accounting Principles and Federal grantor agency and MDHS directives; and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain either electronic or paper files of all such records, books, papers, documents, or items for a period of at least three (3) years from the date of submission of the final Claim Support Sheet,
or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later, and will obtain written approval from the MDHS Division of Program Integrity or Funding Division Director prior to destroying any such items as described above upon the expiration of the above-stated period. The request shall be completed by submission of the Request to Dispose of Records form (MDHS-DPI-001);

4. Shall comply with the Single Audit Act Amendments of 1996;

STANDARD ASSURANCES AND CERTIFICATIONS

5. Shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

6. Shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subgrant;

7. Shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, or constitutes, or presents the appearance of any other personal or organizational conflict of interest, or personal gain;

8. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

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

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

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

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

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

   Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps; Subtitle A, Title II of the Americans with Disabilities Act
(ADA) (1990);

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

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

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

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

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

9. Shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968;

10. Shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

11. Shall comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

12. Shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements;

13. Shall conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;

14. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;

15. Shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19
statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration;

16. Shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

17. Shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

18. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974;
19. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (i) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;

20. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;

21. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant;

22. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant;

23. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;

24. Shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division;

25. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);

26. Shall provide the required certification regarding their exclusion status and that of their principal’s prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;

27. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;

28. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;
29. Shall comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.

30. Shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.

31. Shall comply with the program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the subgrantee/lower-tier subrecipient shall provide written notification to all employees, of the subgrantee/lower-tier subrecipient, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Subgrantees shall also include in each agreement with lower-tier subrecipients the required whistleblower provisions, as mandated in 48 CFR 52.203-17.

32. Shall ensure that it will require any lower-tier subrecipients to comply with the above listed regulations and any other applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.

Signature of Entity’s Director ________________________________
Name: ______________________________________________________
Organization: _______________________________________________
Date: ________________________________________________________
ATTACHMENT F
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).
<table>
<thead>
<tr>
<th>1. Applicant Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Subgrant Number 3. Grant ID 4. Beginning Date 5. Ending Date</td>
</tr>
<tr>
<td>6. Activity</td>
</tr>
<tr>
<td>7. Budget Category 8. Budget Amount</td>
</tr>
<tr>
<td>Federal  State  Local  Program  In-Kind  Total</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>
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.
<table>
<thead>
<tr>
<th>1. Applicant Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Agreement Number</td>
</tr>
<tr>
<td>6. Submitted as part of: (check one)</td>
</tr>
<tr>
<td>A. Funding Request ( )  B. Modification ( )</td>
</tr>
<tr>
<td>Modification Effective Date:</td>
</tr>
<tr>
<td>7. Budget Activity</td>
</tr>
<tr>
<td>Funding Sources</td>
</tr>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>
ATTACHMENT I

For Illustrative Purposes Only

Budget Narrative

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

I. Administration Budget Activity

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

Total Administration Commodities  

$100.00  

$150.00
I. Administration Budget Activity (continued)

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

Total Indirect Costs $817.40

Total for the Administration Budget Activity $12,841.02

II. Child Day Care Budget Activity

Salaries
4 Day Care Supervisors at $20,000 per year - $ 80,000 x 25% $20,000.00
12 Day Care Teachers at $17,000 per year - $204,000 x 25% $51,000.00
12 P-T Teachers Aides at $7.50/hr x 5 hrs per day x 260 x 25% $29,250.00

Total Salaries $100,250.00

Fringe Benefits
FICA - 7.65% of gross salaries $7,669.13
Workmen’s Compensation - 3% of gross salaries $3,007.50
Health Insurance - $120/ mo. x 12 mos. x 16 F-T employees x 25% $5,760.00

Total Fringe Benefits $16,436.63

Travel
Mileage to attend in-service training at central office twice per year for each Day Care Supervisor 500 miles x 4 x $0.51 x 25% $255.00
In-Service Training for 16 full-time employees (2 sessions at $240 each x 25%) $1,920.00

Total Travel $2,175.00

Contractual Services
Software - License agreements for the use of new software applications necessary to effectively operate each of the four child care centers, including:
Office management programs $200 x 4 x .25% $200.00
Curriculum and training programs $300 x 4 x .25% $300.00
Utilities for each of the four (4) child care centers, including:

- **Telephone service** - 4 centers x $80 per month x 12 months x 25% = $960.00
- **Electricity** - 4 centers x $200 per month x 12 months x 25% = $2,400.00
- **Water/Sewer** - 4 centers x $50 per month x 12 months x 25% = $600.00

**Total Contractual Services** = $4,460.00

**II. Child Day Care Budget Activity (Continued)**

<table>
<thead>
<tr>
<th>Commodities</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art Supplies</td>
<td>(4 centers @ $100 per year x 25%)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Paper Supplies</td>
<td>- towels, tissues, diapers, etc. (4 centers @ $600 per year x 25%)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Replacement furniture</td>
<td>- 64 chairs @ $25.00 each x 25%</td>
<td>$400.00</td>
</tr>
<tr>
<td></td>
<td>- 16 small tables @ $50.00 each x 25%</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Total Commodities</strong></td>
<td></td>
<td>$1,300.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capital Outlay - Equipment</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four (4) Commercial grade Refrigerators</td>
<td>(one at each location) at $2,000 each x 25%</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>One color printer</td>
<td>at $300 x 25%</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Total Capital Outlay - Equipment</strong></td>
<td></td>
<td>$2,075.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capital Outlay - Other</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use Allowances for compensation for the use of the four child care center buildings based on the acquisition cost of the buildings and computed at an annual rate not exceeding two percent (2%) of the acquisition cost, as follows:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. <strong>Center A</strong></td>
<td>at $52,000 acquisition cost x 2% use allowance x 25%</td>
<td>$260.00</td>
</tr>
<tr>
<td>2. <strong>Center B</strong></td>
<td>at $60,000 acquisition cost x 2% use allowance x 25%</td>
<td>$300.00</td>
</tr>
<tr>
<td>3. <strong>Center C</strong></td>
<td>at $64,000 acquisition cost x 2% use allowance x 25%</td>
<td>$320.00</td>
</tr>
<tr>
<td>4. <strong>Center D</strong></td>
<td>at $110,000 acquisition cost x 2% use allowance x 25%</td>
<td>$550.00</td>
</tr>
<tr>
<td><strong>Total Capital Outlay - Other</strong></td>
<td></td>
<td>$1,430.00</td>
</tr>
</tbody>
</table>

**Total for the Child Day Care Budget Activity** = $128,126.63

**Grand Total for the Entire Subgrant** = $140,967.65
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 2020 Mississippi Department of Human Services Subgrant/Agreement Manual.

________________________                         ______________
Signature                         Date

________________________                         ______________
Title                              Organization
ATTACHMENT K
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 program area to reject any or all applications.

Name__________________________________________

Organization____________________________________

Date____________________________________________
**ATTACHMENT L**

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

**FEDERAL DEBARMENT VERIFICATION FORM**

*Please Print/Type Clearly in Blue Ink*

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

I hereby certify that ____________________________ is not on the list for federal debarment on www.sam.gov – System for Award Management.

________________________  __________________________
Signature of Authorized Official  Date
**ATTACHMENT M**

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

*Please Print/Type Clearly in Blue Ink*

<table>
<thead>
<tr>
<th>Subgrantee’s/Contractor’s Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Official’s Name</td>
<td></td>
</tr>
<tr>
<td>DUNS Number</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

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
**ATTACHMENT N**

Proposal Exception Summary Form

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

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Proposer Proposal Reference</th>
<th>Brief Explanation of Exception</th>
<th>MDCPS Acceptance (sign here only if accepted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference specific outline point to which exception is taken</td>
<td>Page, section, items in Proposer’s proposal where exception is explained</td>
<td>Short description of exception being made</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT O

2\textsuperscript{nd} Modified Mississippi Settlement Agreement and Reform Plan

(See Mississippi Department of Child Protection Services Website)
https://www.mdcps.ms.gov/olivia-v-lawsuit/
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.: _________________________________

MAGIC 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          Women Business Enterprise
___ A (Asian Indian)     ___ M (Asian Indian)
___ B (Asian Pacific)     ___ N (Asian Pacific)
___ C (Black American)    ___ O (Black American)
___ D (Hispanic American) ___ P (Hispanic American)
___ E (Native 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: ________________________________

ATTACHMENT P