



**Taylor Cheeseman**  
**Interim Commissioner**

## **Request for Proposals**

**RFP No. 3150002808**

**Issue Date: April 2, 2020**

### **MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES**

**Sealed Proposals, subject to the attached conditions, will be received at this office until May 6, 2020 5:00 PM CST for the acquisition of the product/services described below.**

## **Kinship Navigator Program Implementation**

**Request for Proposals Coordinator: Derrick Younger**  
**[contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov)**

**The Mississippi Department of Child Protection Services (hereinafter “MDCPS”, “Agency”, or “State”) reserves the right to amend the contents of this Request for Proposals (hereinafter “RFP”) as it deems necessary. It is the vendor’s sole responsibility to monitor their email for amendments to this RFQ to ensure that their response is pursuant to the amended RFP, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the proposal immediately following the Proposal Cover Sheet (Attachment A).**

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

## **SECTION 1**

### **1.1 Background**

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

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

### **1.2 Description of Services**

MDCPS is seeking to establish a contract for Kinship Navigator Program Implementation.

The Family First Prevention Services Act (FFPSA) was signed into law as part of the Bipartisan Budget Act on February 9, 2018. This act reforms the federal child welfare financing streams, Title IV-E and Title IV-B of the Social Security Act, to provide services to families who are at risk of entering the child welfare system. Mississippi Department of Child Protection Services is responsible for implementing the federal regulations resulting from FFPSA, manage the Title IV-E State Plan, and administer funding to support these efforts.

The Mississippi Department of Child Protection Services is seeking proposals from qualified entities with child welfare experience to direct and implement a kinship navigator program using a collaborative approach that meets the needs of kinship caregivers in Mississippi. The contractor will be responsible for developing a family-driven Kinship Navigator program that includes care coordination and caregiver supports structured to serve kinship caregivers preferable with non-child welfare involved children. The program shall be incrementally rolled out in targeted areas across the state with goals to roll out statewide over time.

### **1.3 Scope of Work Deliverables**

Federal requirements of the Kinship Navigator Program:

1. The kinship navigator program will need to assist kinship caregivers in learning about, finding, and using programs and services to meet the needs of the children they are raising.
2. The developed program
  - a. shall be coordinated with other State or local agencies that promote service coordination or provide information and referral services, including the entities that provide 2-1-1 or 3-1-1 information systems where available, to avoid duplication or fragmentation of services to kinship care families;
  - b. shall be planned and operated in consultation with kinship caregivers and organizations representing them, youth raised by kinship caregivers, relevant government agencies, and relevant community-based or faith-based organizations and promote effective partnership;

- c. shall establish information and referral systems that link (via toll-free access) kinship caregivers, kinship support group facilitators, and kinship service providers to—
    - (i) each other;
    - (ii) eligibility and enrollment information for Federal, State, and local benefits;
    - (iii) relevant training to assist kinship caregivers in caregiving and in obtaining benefits and services; and
    - (iv) relevant legal assistance and help in obtaining legal services;
  - d. shall provide outreach to kinship care families, including by establishing, distributing, and updating a kinship care website, or other relevant guides or outreach materials;
  - e. shall promote partnerships between public and private agencies, including schools, community based or faith-based organizations, and relevant government agencies, to increase their knowledge of the needs of kinship care families and other individuals who are willing and able to be foster parents for children in foster care under the responsibility of the State who are themselves parents to promote better services for those families; and
  - f. may support any other activities designed to assist kinship caregivers in obtaining benefits and services to improve their caregiving
- In addition to federal requirements of the Kinship Navigator Program, the contractor shall
- develop a detailed manual which consists of program components and processes
  - develop an evaluation method and outcome study that will demonstrate positive effects of the program and meet the Title IV-E Prevention Services Clearinghouse

## **1.4 Proposal Content**

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

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

- 7) A service plan giving as much detail as is practical explaining how the services will be performed;
- 8) An evaluation plan explaining how the outcomes will be evaluated and measured; and
- 9) A budget narrative and estimate of price to provide the services solicited in this RFP.

### **1.5 Funding**

MDCPS will determine the project award date(s) and duration. The number of awards issued under this RFP is dependent upon the amounts requested in the proposals submitted to MDCPS in response to this request and availability of funding. MDCPS may issue multiple contracts under this award if multiple proposals qualify and funding is available.

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

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

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

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

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

### **1.6 Renewal of Subgrants**

The term of the subgrant will be for a period of one year. The contract may be renewed at the discretion of MDCPS upon written notice to the Subgrantee at least ninety (90) days prior to the contract anniversary date for a period of up to one (1) successive year under the same prices, terms, and conditions as in the original subgrant, assuming the subgrantee meets the need and performance measures of the agency and funding remains available. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on May 31, 2024.

## SECTION 2

### 2.1 RFP Process

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

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

#### A. Procurement Schedule

1 <sup>st</sup> Advertisement:	4/02/2020
2 <sup>nd</sup> Advertisement:	4/09/2020
Deadline for Submission of Questions/Requests for Clarification:	4/15/2020 by 5:00 PM CST
Formal Amendment to Address Questions/Requests for Clarification:	4/22/2020 by 5:00 PM CST
Deadline for Submission of Proposals:	5/06/2020 by 5:00 PM CST
Proposed Timeline for Evaluation of Submitted Proposals*:	5/11/2020 – 5/15/2020
Proposed Award Notification*:	5/18/2020
Proposed Subgrant Period*:	06/01/2020 – 5/31/2021

\*Dates subject to change at the sole discretion of MDCPS.

#### B. Response to Proposers’ Questions

Questions related to services shall be submitted in writing to Derrick Younger at [Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov) no later than April 15, 2020, 5:00 PM CST. Questions concerning the technical portions of the Request for Proposals should be directed to Derrick Younger at [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) no later than April 15, 2020, 5:00 PM CST. Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Proposals shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposals. All questions and answers will be published on MDCPS’ website ([www.mdcps.ms.gov](http://www.mdcps.ms.gov)) in a manner that all respondents will be able to view by April 22, 2020 by 5:00 PM CST.

#### C. Debarment

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for subgrants issued by any political subdivision or agency of the

State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi. (Exhibits G and H - FDVR and PDV Forms, respectively)

#### **D. Required Letter of Intent**

Proposers shall notify MDCPS of their intention to submit a Proposal. The letter of intent (Exhibit I) shall be submitted via email at [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) by April 21, 2020 5:00 PM CST. The letter of intent shall include the title of this request for proposals, the proposer's organizational name and address, one (1) to two (2) sentences stating that the proposer's organization intends to submit a proposal for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address. [Contracts@mdcps.ms.gov](mailto:Contracts@mdcps.ms.gov) shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

#### **E. Proprietary Information**

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

#### **F. Proposal Submission**

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

May 6, 2020 5:00 PM CST

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

Mailing or hand delivering one original and three (3) copies of the proposal. The original proposal and three (3) copies shall be submitted in a 3-ring binder for a total of four (4) binders, delivered in one sealed package or envelope, and each individual binder labeled

with the name of the Proposer and the RFP No. 3150002808.

Proposals are due no later than May 6, 2020 at 5:00 PM CST. MDCPS accepts no responsibility for equipment or user errors and will not accept late submissions. Proposals shall be received by the above-named party by the official deadline to be considered for funding.

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

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

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

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

#### **G. Cost of Proposal**

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

#### **H. Oral Presentation**

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



## **I. RFP Modifications**

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

## **J. Addenda/Revisions to Proposals**

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

## **K. Proposer/Subgrantee Disclosure Data**

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

## **L. MDCPS' Rights Reserved**

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

- i. Reject any and/or all proposals received in response to this RFP.
- ii. Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.

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

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

The contents of this RFP and the accepted proposal of the successful Proposer will become part of the final subgrant, if a subgrant is awarded. Each Proposer's proposal shall include a statement of acceptance of all terms and conditions stated within this RFP or a detailed statement of exception for each item excepted by the Proposer. Any proposal which fails to comply with this requirement may be disqualified as nonresponsive.

#### **N. Proposal Acceptance by MDCPS**

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

#### **O. Legal Requirements**

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

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

## **P. Protest Bond**

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

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

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

Subject of Protest. Any actual or prospective Proposer who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the Commissioner of MDCPS. The protest shall be submitted within seven (7) calendar days following award date, in writing 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 proposer or an individual authorized to sign contracts on behalf of the protesting proposer, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) 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 proposer must provide facts and evidence to support the protest. A protest is considered filed when received by the Commissioner of MDCPS via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after seven (7) calendar days following award date will not be considered.

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

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

## **Q. Fidelity/Dishonesty Bond**

Within three (3) business days of notification of an award, the Subgrantee shall submit to MDCPS a Fidelity/Dishonesty Bond in favor of MDCPS with surety or sureties satisfactory to MDCPS for the term of the subgrant. The amount of the Bond will equal

25% of the total subgrant award. Failure to provide the Fidelity/Dishonesty Bond within the stated time period may result in the Subgrantee being deemed as nonresponsive and the proposal may be immediately disqualified with no further consideration given for potential awarding of the contract to said Subgrantee.

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

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

#### **R. Publicity**

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

#### **S. Rights to Data**

MDCPS will retain custody of and have primary rights to any data developed under this award. The subgrantee shall make reasonable efforts; however, to provide MDCPS and other researchers' appropriate and speedy access to research data from this project and establish public use files of research data developed under this award.

### **SECTION 3**

#### **3.1 Proposal Format**

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

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

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

Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal shall reference the paragraph number or letter of the corresponding section of the RFP. If the

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

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

## **B. Required Proposal Contents**

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

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

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

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

Proposals shall contain the enclosed cover sheet in Exhibit A, identifying the document as a proposal to respond to this RFP. The organization submitting the proposal shall be identified and the date of submission of the proposal shall be noted.

### **3. Transmittal Letter**

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

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

4. **Proposal Elements:**

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

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

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

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

5. **Financial Component**

A. Financial Stability

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

At a minimum, the proposal shall include an independent audit for Fiscal Year 2019; however, if the FY 2019 audit has not been completed at the time the proposal is submitted, the FY 2018 audit may be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the FY 2016 audit will not be completed by the proposal submission deadline and stating the projected date of its completion. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable.

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

In the event a Proposer is either substantially or wholly owned by another corporate entity, the proposal shall also include an independent audit for Fiscal Year 2019 for the parent organization. If the FY 2019 audit is not

completed, refer to the instructions above in providing the FY 2018 audit and CPA certification. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable. There shall also be a written guarantee by the parent organization that it will unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

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

B. Budget and Budget Narrative

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

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

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

C. Examination of Records

At the time a proposal is submitted, the Proposer shall include a statement of whether there is a reasonable expectation that it is or

would be associated with any parent, affiliate, or subsidiary organization in order to provide any service to comply with the performance requirements under the resulting subgrant of the RFP. This statement is required whether the association is a formal or informal arrangement. If an association may exist, the Proposer will also be required to submit with the proposal written authorization from the parent, affiliate or subsidiary organization granting the right to MDCPS to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting subgrant.

If, at any time after a proposal is submitted and a subgrant has been awarded, such an association arises, as described in the paragraph above, the Proposer will be required to obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship. Failure to submit such certification and authorization will constitute grounds for termination of the subgrant at the option of the State.

D. Conflict of Interest

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

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

E. Proposer shall furnish MDCPS with certified copies of its Articles of Incorporation, By-laws, Resolutions, and any other documentation that evidence both the authority of the signatory to execute a binding contract



on behalf of the proposer, and documentation that would prove that the organization offering the proposals is a legal entity.

- F. Standard Assurances and Certifications. The Proposer shall sign and date Standard Assurances and Certifications documents attached hereto.
- G. The following required statements shall be included as a separate appendix in the proposal:
  - i. A statement of acceptance of all terms and conditions stated within the RFP or a detailed statement of exception for each item excepted by the Proposer (Exhibit K).
  - ii. A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Proposer and each subcontractor.
  - iii. A statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.
  - iv. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions (Exhibit K).
  - v. A statement that the Proposer has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities.
  - vi. A statement that the Proposer certifies that, in connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other party or with any competitor; and that unless otherwise required by law, the prices quoted have not knowingly been disclosed by the Proposer prior to award, either directly or indirectly, to any other proposer/contractor or competitor.
  - vii. A statement that costs quoted in the proposal will remain in effect through the term of the contract.
  - viii. A statement from all Proposers that they will not discriminate in their employment practices with regard to race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the Proposer is a religious organization, the prohibition as to religious discrimination shall be deleted from the Proposer's discrimination statement/certification.
  - ix. A statement from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating the general scope of the work to be performed by the subcontractor, the subcontractor's willingness to perform the work indicated, and that the subcontractor does not discriminate in its employment practices with regard to race, color, religious beliefs/practices, creed, age,

national origin, sex, or mental or physical disability. If the subcontractor is a religious organization, the prohibition as to religious discrimination shall be deleted from the subcontractor's discrimination statement/certification.

- x. A statement of assurance that federal funds will not be expended for sectarian instruction, worship, prayer or proselytization purposes.
- xi. A statement that services will be provided to all eligible persons, regardless of a potential participant's race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. The Proposer and subcontractor cannot, on the basis of race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability, treat one person differently from another in determining eligibility, benefits or services provided, or applicable rules.
- xii. A statement certifying to MDCPS that no federal funds or State funds have been used or will be used to influence any government official.
- xiii. A statement certifying that the Proposer has not been debarred or prohibited from performing, or offering to perform, any of the services requested in this RFP, either by the Federal government, or by any state or territory of the United States (Exhibits G and H).
- xiv. A statement certifying that the proposal will be valid for sixty (60) days after the proposal opening date.
- xv. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDCPS, will be located in the State of Mississippi.
- xvi. A statement certifying that the Proposer and each subcontractor will not duplicate services. The Proposer shall ensure that expenses incurred for Kinship Navigator Program Services provided for another funding source/grant will not be charged to this grant. Individuals receiving Kinship Navigator Program Services under another funding source/grant will not be included in the count for the number of participants served in this grant.
- xvii. Certification that each person signing this proposal is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding prices quoted and that no person has participated and will not participate in any action contrary to those requirements stated above.
- xviii. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDCPS, will be located in the State of Mississippi.
- xix. A statement that the proposer agrees to provide all Kinship Navigator Program Services at the level necessary to accomplish the goals and intent of the project.

6. **Taxpayer identification number and certification (W-9)**  
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
7. **E-verify registration documentation** <https://www.uscis.gov/e-verify/e-verify-enrollment-page>

## **SECTION 4**

### **4.1 Best and Final Offers**

After the initial evaluation of proposals, a Best and Final Offers (BAFO) **may** be requested when proposals submitted are unclear, have minor deficiencies when additional information is needed in order to make a decision, or when all cost proposals are too high.

All proposers determined to be reasonably susceptible for award will be given a fair opportunity to submit revised proposals. If only one proposer needs to provide additional information about the proposed solution, all other proposers must be given an opportunity to submit additional information.

#### **A. The BAFOs shall:**

- i. Provide instructions for preparing the BAFO.
- ii. Indicate which areas of the RFP must be addressed.
- iii. Establish a deadline for submission of BAFOs.
- iv. Indicate whether BAFOs will be accepted by sealed envelope or email.
- v. Indicate how the revised proposals will be evaluated
- vi. Conduct additional discussions, if necessary, at MDCPS' discretion

If a proposer does not submit a BAFO, its most current proposal will be considered as its BAFO.

## **SECTION 5**

### **5.1 Evaluation and Award Criteria**

#### **PROPOSAL (MAXIMUM 65 POINTS)**

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

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

- A.** Proposal provided a service plan that demonstrated the ability to provide a wide range of comprehensive services for Kinship Navigator Program Services for MDCPS. This should demonstrate the proposer's Understanding of the project and an Implementation Plan. **30 points**

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

#### **BUDGET AND BUDGET NARRATIVE (MAXIMUM 35 POINTS)**

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

Administrative costs are subject to a 10% limitation, and indirect services cost is limited to 10%. Administrative costs include costs related to the direct oversight of the funded project and shall not include costs related to personnel performing services offered as a result of the funding. Administrative costs shall include a portion of the administrator's salary, fringe, travel, equipment costs, etc. To assist in creating the budget narrative, a sample budget may be reviewed in the MDHS Subgrant/Agreement Manual online at <http://www.mdhs.ms.gov/subgrantee-manual/>.

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

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

**TOTAL POINTS POSSIBLE: 100**

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

## **5.2 OVERVIEW OF EVALUATION METHODOLOGY**

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

## **5.3 PROPOSAL REVIEW COMMITTEE**

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

## **5.4 PROPOSAL REVIEW PHASES**

### **A. Phase I - In-House Reviews**

1. A responsive proposal shall comply with the instructions listed in this RFP and follow the format defined in Section III. This phase will entail the review and confirmation of the mandatory technical, format, and content requirements contained in Section III (Proposal Format) and Section II. At the deadline to submit the proposal, MDCPS staff will review proposals for eligibility of review. In order to be eligible for review, **ALL** of the following elements shall be present/included with the proposal submission:
  - Table of Contents
  - Transmittal Letter
  - Acknowledgment of receipt email by [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov) of required letter of intent

- Proposal Cover Sheet (Exhibit A)
- Narrative description of the need for services that is in their area and the proposer's plan to use this opportunity to address this need
- Completed and signed Board Members Notification of Liability (Exhibit B)
- Completed and signed Standard Assurances and Certifications (Exhibit C)
- Budget (Exhibit D)
- Completed and signed Subgrant Manual Acceptance Form (Exhibit E)
- Completed and signed Pre Applicant's Statement of Acknowledgement (Exhibit F)
- Completed and signed Federal Debarment Verification Form (Exhibit G)
- Completed and signed Partnership Debarment Verification Form (Exhibit H)
- Acknowledgement of receipt of Required Letter of Intent from [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov)
- Completed and signed Acknowledgement of Amendment Form, if applicable (Exhibit J)
- Completed and signed Proposal Exception Summary Form (Exhibit K)
- Completed and signed Minority Vendor Self Certification Form (Exhibit M)
- E-verify registration documentation

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

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

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

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

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

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

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

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

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

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

## **SECTION 6**

### **6.1 SUBGRANT TERMS AND PROVISIONS**

#### **SAMPLE SUBGRANT AGREEMENT**

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

**SUBGRANT AGREEMENT NUMBER: #**

The **MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**, hereinafter referred to as "MDCPS," and [SUBGRANTEE'S NAME], Inc., hereinafter referred to as "SUBGRANTEE," by the signatures affixed herein, do hereby make and enter into this Agreement.

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

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

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

WHEREAS, MDCPS wishes to purchase such services from Subgrantee;

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

#### **SECTION I PURPOSE**

The purpose of this Agreement is to engage the [ ] services of the Subgrantee to perform certain services under the Act.



## **SECTION II RESPONSIBILITY OF SUBGRANTEE**

The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDCPS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference and the "2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan," attached hereto as Exhibit B.

## **SECTION III TERM OF AGREEMENT**

1. The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning Month, Day, Year or after all parties have signed, whichever is later, and end Month, Day, Year. This subgrant may be renewed at the discretion of MDCPS upon written notice to Subgrantee at least ninety days prior to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original subgrant and/or subsequent subgrants. The total number of renewal years permitted shall not exceed [four], or extend past [add date]. However, if MDCPS does not intend to renew the contract, the [Subgrantee's Name] shall be notified at least ninety (90) days prior to the contract anniversary date.

## **SECTION IV SUBGRANT AMOUNT AND PAYMENT**

### **A. SUBGRANT AMOUNT**

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

### **B. MAXIMUM LIABILITY**

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

### **C. CONSIDERATION AND METHOD OF PAYMENT**

Payment method is by **Cost Reimbursement** as referenced on the Subgrant/Contract Signature Sheet, Item 6. Eligible expenses are outlined in the Budget Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDCPS must receive required monthly program and fiscal reports as outlined in Section XIX of this Agreement. Any increase, decrease or change in the

funding under this Agreement that is authorized by the parties, in compliance with applicable laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIII of this Agreement.

## **SECTION V AVAILABILITY OF FUNDS**

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

## **SECTION VI RELATIONSHIP OF THE PARTIES**

- A.** It is expressly understood and agreed that MDCPS enters into this Subgrant with Subgrantee on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDCPS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDCPS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDCPS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDCPS and the Subgrantee.
- B.** Subgrantee represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C.** Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. MDCPS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee will not charge MDCPS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDCPS.
- D.** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDCPS for any purpose from said Subgrant sum.

- E.** Subgrantee shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

## **SECTION VII TERMINATION OR SUSPENSION**

### **A. TERMINATION FOR CAUSE**

If, through any cause, Subgrantee fails to fulfill in a timely and proper manner, as determined by MDCPS, its obligations under this Subgrant, or if Subgrantee violates any of the covenants, agreements, or stipulations of this Subgrant, MDCPS shall thereupon have

the right to terminate the Subgrant by giving written notice to Subgrantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

### **B. TERMINATION FOR CONVENIENCE**

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

### **C. TERMINATION FOR DEFAULT**

1. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to

proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

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

**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 effected by delivery in writing to the Subgrantee of a notice specifying the extent to which the Subgrant is terminated and the date upon which termination becomes effective. Once the Subgrantee has received notice of termination, Subgrantee shall not make further expenditures for the provision of services under the Subgrant.

**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 disbursement of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDCPS, as required, necessary and proper vouchers, documentation and otherwise to

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

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

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

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

Subgrantee agrees that in any Contracts/Subcontracts into which it enters with Contractors/Subcontractors it shall require said Contractors/Subcontractors to maintain fiscal and program records related to Contractor/Subcontractor's work performed under this Agreement, in accordance with MDCPS' Records Retention and Access Policy, as set forth in the 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>. 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  
Taylor Cheeseman  
Interim Commissioner

**By:** \_\_\_\_\_  
Mississippi Department of Child Protection  
Services  
Name: \_\_\_\_\_  
Deputy Commissioner

**By:** \_\_\_\_\_  
[Subgrantee Name Here]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Proposal Cover Sheet**

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

**PLEASE MARK YOUR ENVELOPE:**

**Request for Proposals for Kinship Navigator Program Services**

**RFP No. 3150002808**

**Opening Date: May 6, 2020, 5:00 PM CST**

**Mississippi Department of Child Protection Services**

**750 North State Street**

**Jackson, Mississippi 39205**

**SEALED PROPOSAL PACKAGE**

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

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

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

**Proposer Organization Information:**

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

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

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

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

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

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

**Contact Person for Proposer:**

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

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

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

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

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

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

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

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

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

## **Exhibit C**

### **STANDARD ASSURANCES AND CERTIFICATIONS**

#### **OVERVIEW**

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

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

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

#### **STANDARD ASSURANCES**

The Subgrantee assures that it:

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

## STANDARD ASSURANCES AND CERTIFICATIONS

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;

## **STANDARD ASSURANCES AND CERTIFICATIONS**

- 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.



## STANDARD ASSURANCES AND CERTIFICATIONS

- 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: \_\_\_\_\_

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

**General**

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

**Instructions**

*(1)Applicant Agency*

Enter the name of the subgrantee.

*(2)Agreement Number*

To be assigned by MDHS Division of Budgets and Accounting.

*(3)Grant ID*

To be provided by MDHS funding division.

*(4)Beginning*

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

*(5)Ending*

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

*(6)Activity*

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

*(7) Budget Category*

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

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

*(8) Budget Amount*

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

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

Page \_\_\_ of \_\_\_ Pages

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

## Exhibit F

### 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.

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

Page \_\_\_ of \_\_\_ Pages

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

## Exhibit H

# **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***

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

**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

<b>Total Indirect Costs</b>	<b>\$ 817.40</b>
-----------------------------	------------------

<b>Total for the Administration Budget Activity</b>	<b>\$12,841.02</b>
---	--------------------

**II. Child Day Care Budget Activity**

Salaries	<i>4 Day Care Supervisors</i> at \$20,000 per year - \$ 80,000 x 25%	\$20,000.00
	<i>12 Day Care Teachers</i> at \$17,000 per year - \$204,000 x 25%	\$51,000.00
	<i>12 P-T Teachers Aides</i> at \$7.50/hr x 5 hrs per day x 260 x 25%	\$29,250.00
	<b>Total Salaries</b>	<b>\$100,250.00</b>

Fringe Benefits	<i>FICA</i> - 7.65% of gross salaries	\$7,669.13
	<i>Workmen's Compensation</i> - 3% of gross salaries	\$3,007.50
	<i>Health Insurance</i> - \$120/ mo. x 12 mos. x 16 F-T employees x 25%	\$5,760.00
	<b>Total Fringe Benefits</b>	<b>\$16,436.63</b>

Travel	<i>Mileage</i> to attend in-service training at central office twice per year for each Day Care Supervisor 500 miles x 4 x \$0.51 x 25%	\$255.00
	<i>In-Service Training</i> for 16 full-time employees (2 sessions at \$240 each x 25%)	\$1,920.00
	<b>Total Travel</b>	<b>\$2,175.00</b>

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

Utilities for each of the four (4) child care centers, including:	
<i>Telephone service</i> - 4 centers x \$80 per month x 12 months x 25%	\$960.00
	\$2,400.00
<i>Electricity</i> - 4 centers x \$200 per month x 12 months x 25%	\$600.00
<i>Water/Sewer</i> - 4 centers x \$50 per month x 12 months x 25%	
<b>Total Contractual Services</b>	<b>\$4,460.00</b>

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

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



## Exhibit I

### MDHS Subgrant/Agreement Manual Acceptance Form

Subgrant/Agreement Manual Coordinator

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

---

As duly authorized representative of the \_\_\_\_\_, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the 2016 Mississippi Department of Human Services Subgrant/Agreement Manual.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**Exhibit J**

**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 Kinship Navigator Program Services Program Unit, to reject any or all applications.

Name\_\_\_\_\_

Organization\_\_\_\_\_

Date\_\_\_\_\_

**Exhibit K**

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

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

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

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

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

\_\_\_\_\_  
Date

**Exhibit L**

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

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

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

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

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

\_\_\_\_\_  
Date

**Exhibit M**  
**REQUIRED LETTER OF INTENT**  
Date

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Dear Derrick Younger, RFP Coordinator:

This letter confirms our intent to submit a proposal pursuant to RFP No. 2020KNP001  
\_\_\_\_\_ service area includes \_\_\_\_\_. Also,  
Organization Name

in compliance with the requirements of the letter of intent, \_\_\_\_\_  
Organization Name  
submits the following information:

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

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

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

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

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

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

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

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

Thank you for your consideration.

Sincerely,

Authorized Official

**Exhibit N**

**Acknowledgement of Amendment to RFP No. 3150002808**

I, \_\_\_\_\_, acknowledge that RFP No. 2020KNP001 has been amended on  
Authorized Official's Name  
\_\_\_\_\_ to include the following:  
Date

---

---

---

---

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

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

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

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

\_\_\_\_\_  
Date

(No stamped signature)

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

## Exhibit O

### 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.

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

Exhibit P

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

(See Mississippi Department of Child Protection Services Website)

<https://www.mdcpms.gov/olivia-y-lawsuit/>



**Exhibit Q**  
**STATE OF MISSISSIPPI**  
**MINORITY VENDOR SELF CERTIFICATION FORM**

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

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_ Post Office Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Tax I.D.: \_\_\_\_\_

SAAS Vendor #s (if known): \_\_\_\_\_

**MINORITY STATUS**

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

☐ Applicable ☐ Not Applicable

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

**Minority Business Enterprise**

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

**Women Business Enterprise**

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

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

Business: \_\_\_\_\_ Certified by: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Name Printed: \_\_\_\_\_