



RFP No: EVAL2015

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until Wednesday, January 21, 2015, 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Department of Human Services, Division of Family Foundation and Support.

Evaluation of Healthy Homes Mississippi Program

Mandatory Letter of Intent Due: Friday, January 16, 2015, 4:00 p.m. Central Time

The Proposer shall submit proposals and direct inquiries to:

Walley Naylor, Director
Division of Family Foundation and Support
MDHS
750 N. State Street
Jackson, MS 39202
601-359-4105
walley.naylor@mdhs.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal shall be sealed in the package. The following shall be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE
TO RFP No. EVAL2015
Due Wednesday, January 21, 2015, 3:00 p.m.
Central Time ATTENTION: Walley Naylor

Richard A. Berry
Executive Director, MDHS

Table of Contents

SECTION I. GENERAL OVERVIEW AND BACKGROUND

SECTION II. PROPOSAL SUBMISSION REQUIREMENTS

SECTION III. TECHNICAL PROPOSAL FORMAT AND CONTENT INSTRUCTIONS

SECTION IV. PROPOSAL GUIDELINES

SECTION V. SCOPE OF SERVICES

SECTION VI. FINANCIAL PROPOSALS

SECTION VII. TERMS AND CONDITIONS OF RESULTING CONTRACT

SECTION VIII. PROPOSAL EVALUATION

SECTION IX. PROPOSAL EXCEPTIONS

EXHIBIT A. PROPOSAL COVER SHEET

EXHIBIT B. PROPRIETARY INFORMATION

EXHIBIT C. CONTRACT TEMPLATE

EXHIBIT D. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING
CONTINGENT FEES

EXHIBIT E. FEDERAL DEBARMENT VERIFICATION REQUIREMENT

EXHIBIT F. PARTNERSHIP DEBARMENT VERIFICATION

EXHIBIT G. PROPOSAL EXCEPTION SUMMARY FORM

EXHIBIT H. DOHVE EVALUATION TA BRIEF

**SECTION I
GENERAL OVERVIEW AND BACKGROUND**

1.1 Overview

The Mississippi Department of Human Services (MDHS), Division Family Foundation and Support (DFFS), (hereinafter referred to as "MDHS"), an agency of the State of Mississippi is seeking the services of a qualified evaluator.

The purpose of this Request for Proposals (RFP) is to solicit written proposals for the hiring of a qualified Proposer who can most effectively and cost efficiently evaluate the attitude, perception and thinking of the father's involvement in their children's lives and family planning. The majority of the fathers whose families are receiving our services do not live with their families and are interested in the use of family planning. We plan to improve in this area by introducing them to the Fatherhood Component of Healthy Homes Mississippi program.

It is MDHS' intent to evaluate and award a contract for the evaluation of the of the Fatherhood Component Healthy Homes Mississippi program, based upon proposal(s) received, for the entire State

MANDATORY LETTER OF INTENT: Proposers shall notify MDHS of their intention to submit a proposal under this announcement. The Mandatory Letter of Intent shall be received by **Friday, January 16, 2015 4:00, Central Time.** The Mandatory Letter of Intent can be hand-delivered to the attention of Walley Naylor at 750 North State Street, Jackson, Mississippi 39202, mailed to Post Office Box 352, Jackson, Mississippi 39205-0352 or emailed to walley.naylor@mdhs.ms.gov.

The Letter of Intent shall include:

- 1) The title of this RFP
- 2) The Proposer organization name
- 3) DUNS number
- 4) Proposer address
- 5) One(1) to two (2) sentences stating the Proposer's organization intends to submit a proposal
- 6) Location of the service area
- 7) Proposer's personnel contact name, address, phone number, fax number, and email address.

Failure to provide any or all of the above information will result in rejection of the Mandatory Letter of Intent.

1.2 Background

Healthy Homes Mississippi (HHM) serves pregnant mothers or families with children three (3) months or younger who are low income families with a history of substance abuse and/or families with a history of domestic violence and/or families with a history of incarceration. HHM family support workers (FSW) are social workers, who assist families with physical and mental health issues, financial planning, parenting information, community support and services, and building healthy social support networks.

HHM provides comprehensive home visiting service to families in at-risk communities to improve maternal and child health; improve family protective factors; improve children's cognitive and social emotional growth; support healthy parent-child relationships. Our services are funded through MIECHV and we use the Healthy Families America model.

We are currently serving eight (8) counties (Copiah, Coahoma, Claiborne, Jefferson, Wilkinson, Sunflower, Tunica, Neshoba) and have received an expansion grant that will allow us to expand in those counties and also into six (6) new counties (Humphreys, Holmes, Tallahatchie, Attala, Leake, Sharkey). With the expansion grant we will strengthen the program model by engaging fathers, both those who are living with the child (ren) and those who are not.

We will add the fatherhood component to our program only in the eight (8) counties we are currently working in and there we will expand the awareness and understanding of the importance of father involvement in children's lives and we will increase father involvement with those fathers who are already involved and initiate involvement with those who are not involved. We are not sure how many fathers will be involved.

The HHM Fatherhood Component will address family planning by having discussions with fathers (only) on basic sex education, hosting community campaign events such as, National Aids Day and Wrap it Up, etc. The HHM Fatherhood Component will also confront the male attitudes toward contraceptives through the fatherhood curriculum.

We have not selected a Fatherhood curriculum yet, but during the selection process, HHM will be looking for a curriculum that will instruct the fathers on the following subjects:

- How to show and handle feelings
- Men's health issues and concerns
- Improving communication skills

- Information on a father's role
- What is positive discipline
- How to work with mom and co-parenting
- Dads and finding jobs
- How to learn about yourself
- Handling stress, alcohol, substance abuse and work
- Handling completion and step fatherhood
- Developing or improving parent child interactions

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Proposers with the information required to submit a response to this Request for Proposals (RFP). A Proposer who has responded to previous RFPs issued by MDHS shall not assume that the requirements are the same, as changes may have been made.

2.1 Submission of Proposal

2.1.1 This RFP is issued by the State of Mississippi, MDHS, DFFS. DFFS is the sole point of contact from the date of release of this RFP until the selection of the successful Proposer, if any.

2.1.2 The proposal shall be submitted and received at the address listed on the front page of this RFP, no later than 3:00 p.m. Central Time, on Wednesday, January 21, 2015. Any proposal(s) received after 3:00 p.m. Central Time will be rejected. Responsibility for the arrival time of the proposal shall be with the Proposer. **NO FAXED OR E-MAILED PROPOSALS WILL BE ACCEPTED.**

2.1.3 The proposal shall be submitted as follows:

2.1.3.1 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. EVAL2015.

2.1.3.2 Mailing or hand delivering the full proposal and all attachments on a USB Flash Drive labeled with the name of the Proposer and the RFP No. EVAL2015.

2.1.4 All submitted proposals will become the property of MDHS who shall retain the right to use all ideas and concepts presented in the proposals.

2.2 Validation of Proposal

2.2.1 Proposer shall state in proposal that such proposal is valid for a six (6) month period beginning on the date following the date of opening.

2.3 Communication with State

2.3.1 From the issue date of this RFP until a Proposer is selected and the selection is announced, responding Proposers or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Proposer, all questions regarding this RFP shall be submitted in writing to MDHS' contact person for the selection process, and not later than the last date for accepting responding Proposer questions provided in this RFP. All such questions will be answered officially by MDHS in writing. All such questions and answers will become addenda to this RFP, and will be posted to the MDHS web site. Proposers failing to comply with this requirement will be subject to disqualification.

2.3.2 MDHS' contact person for the selection process is: Walley Naylor, Director, Division of Family Foundation and Support, 750 N. State St., Jackson, MS 39202, 601-359- 4105, walley.naylor@mdhs.ms.gov.

2.3.3 Proposer may consult with MDHS representatives as designated by the MDHS contact person identified in 2.3.2 above in response to MDHS-initiated inquiries. Proposer may consult with MDHS representatives during scheduled oral presentations and demonstrations.

2.3.4 Discussions may be conducted by the State with Proposers who submit proposals determined to be reasonably susceptible of being selected for Contract award, however, proposals may be accepted without such discussions.

2.3.5 All written questions by the Proposers following receipt of the RFP shall clearly identify the specified paragraph and shall be received by mail, hand delivery, or email by Wednesday, January 7, 2015.

2.4 Award or Rejection

2.4.1 All qualified proposals will be evaluated and one (1) award shall be given based upon which proposal will be most advantageous and in the best interest of the State Agency in regards to price, quality of service, and other factors considered by the State. All contracts are subject to the availability of funds. **THE STATE AGENCY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE AGENCY.**

2.4.2 No proposer may assume he/she has been awarded a Contract until it is approved via the signature of the MDHS Executive Director.

SECTION III TECHNICAL PROPOSAL FORMAT AND CONTENT INSTRUCTIONS

The following instructions describe the minimum information that the proposal shall contain. These instructions have been designed to ensure the submission of essential information to allow evaluation of the proposal. Proposers may include additional information deemed pertinent. All proposals shall be bound. Proposer responses contained in their proposal shall correspond to the order and numbering scheme contained in this RFP. An "acceptable" proposal is one MDHS, at its sole discretion, finds to have followed the required order and content contained herein, all other proposals not following the required order and content will be found to be "unacceptable".

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Proposers are expected to examine all documentation and other requirements. Failure to observe all terms and conditions in completion of the proposal will be at the Proposer's risk and may, at the discretion of the agency, result in disqualification. Each proposal shall be signed by an official authorized to obligate the organization.

List names, positions, and phone numbers of all parties authorized to enter negotiations of said proposal/contract.

Evidence of adequate financial stability is a prerequisite to the award of a contract regardless of any other consideration. Proposers shall include in their submitted proposals such financial documentation as they believe sufficient to establish their financial capability. Certified financial statements, at a minimum, shall include a balance sheet and an income statement. MDHS reserves the right to request any additional information to assure itself of a proposer's financial status.

3.1 Content

3.1.1 The proposal shall contain:

The Proposal Cover Sheet (Exhibit A);

The name of the Proposer, the location of the Proposer's principal place of business and, if different, the place of performance of the proposed contract;

The age of the Proposer's business and average number of employees for the past five years;

The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;

A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past five years; and,

A plan giving as much details as is practical explaining how the services will be performed. See section 4.6.

3.1.2 Cover Letter: The cover letter shall describe the Proposer's approach to the delivery of the scope of services, and provide MDHS with an understanding of the entire process. The letter shall also indicate the name, title, address, and telephone number of the Proposer's authorized contract representative. The letter shall be signed by the person authorized to represent the contractor. The cover letter shall be no more than two (2) pages, and shall define the company's approach, rather than reiterate the RFP.

3.1.3 Proposals shall be clear and direct, providing a straightforward, concise description of the Proposer's capabilities to fulfill the requirements of the RFP. Emphasis shall be on completeness and clarity of content.

3.1.4 The Proposer shall thoroughly review the RFP in order to provide complete and accurate information in the response, specifications, conditions and terms identified within this RFP. The responses shall include sufficient data to allow the evaluation committee to verify the experience, capability, and qualifications of the Proposer, as well as the cost effectiveness of the proposal.

The following section of the proposal shall contain all pertinent data relating to the Proposer's organization, personnel and experience that would substantiate the qualifications and capabilities of the Proposers' company to perform the services described herein.

3.2 Proposer Organizational Support and Experience

3.2.1 Experience in the Field: Proposer shall provide information as to their background and experience in evaluating fatherhood involvement programs, home visiting programs, maternal, child and family health and/or human development and family studies. Proposer shall submit a contact/reference name, phone number, and address for each and every state for which Proposer has worked in the last five (5) years.

Proposer shall also include the nature, scope, and cost of these services provided to each and every state for which Proposer has worked in the last five (5) years.

3.2.2 Organization Size and Structure: Give the location of the Proposer's principal office and the number of executive and professional personnel employed at this office.

Provide names, addresses, and telephone numbers of three (3) state agencies and/or business contacts/references including key individuals within those organizations who have utilized the Proposer's services for providing the same or similar services requested in this RFP. These contacts shall have taken place no longer than twelve (12) months preceding the submission of this RFP.

If incorporated, the name of the state of incorporation shall be included. (Note: In order to execute a contract, the Proposer's company shall provide proof that they are registered with the Secretary of State's Office to do business in the State Mississippi on or before the date the contract is signed).

3.2.3 Subcontractor Background Information

Proposers shall provide the same information as requested in SECTION III 3.1 and 3.2 above for each subcontractor whom the Proposer proposed to perform any of the functions under this RFP.

The Proposer acknowledges that it was selected by MDHS to perform the services required hereunder based, in part, upon the Proposer's special skills and expertise. The Proposer shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of MDHS, which MDHS may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDHS of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MDHS in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this

agreement and to any conditions of approval that MDHS may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDHS shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If MDHS reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to MDHS in a timely manner and at no additional cost to MDHS. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

3.2.4 Qualifications of Staff

Identify the executive and professional personnel who will manage and implement this project, their duties and responsibilities and how long the individual has been performing services requested. Resumes including relevant experience for each executive and professional who will manage the project shall be included.

Proposer shall include a statement assuring that none of the owners, directors, officers or employees of its company are currently employed by MDHS, nor have been employed by MDHS within the last twelve (12) months prior to this proposal.

3.2.5 Informalities and Irregularities

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

3.3 Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	Dec. 21, 2014
Second Advertisement Date for RFP	Dec. 28, 2014
Receive questions for Clarification	Jan. 7, 2015
Respond in Writing to Clarification	Jan. 9, 2015, 3:00 p.m. CT
Mandatory Letter of Intent	Jan. 16, 2015, 4:00 p.m. CT
Proposals Due	Jan. 21, 2015, 3:00 p.m. CT
Open Proposals	Jan. 22, 2015
Begin Evaluation of Proposals	Jan. 22, 2015
Notification to Proposer(s)	Jan. 26, 2015
Contract Negotiations	Jan. 26, 2015 – Jan. 27, 2015
Start Date on or About	Feb. 15, 2015
Proposed Period of Performance	Feb. 15, 2015 – Sept. 30, 2015

MDHS reserves the right to adjust this schedule as it deems necessary.

SECTION IV PROPOSAL GUIDELINES

MDHS reserves the right to request clarifications or corrections to proposals; reject any and all proposals or cancel the RFP in its entirety at MDHS' sole discretion. Any proposal received which does not meet these general instructions or deviates from the terms and conditions herein may be considered to be "non-responsive" and MDHS, at its discretion, may invalidate the proposal.

4.1 Costs for Proposal Preparation

4.1.1 Any costs incurred by Proposer in preparing or submitting proposals are the Proposer's sole responsibility; Neither the State of Mississippi nor MDHS will reimburse any Proposer for any cost incurred.

4.2 Oral Explanation

4.2.1 MDHS will not be bound by oral explanations of instructions given at any time during the competitive process or after award.

4.3 Proprietary or other "Confidential" Information

4.3.1 Proposers may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1. (Exhibit B)

4.4 Competitive Offer

4.4.1 The Proposer who has submitted a proposal in response to this RFP thereby certifies that the proposal has not been arrived at collusively nor is it otherwise in violation of Federal or Mississippi state antitrust laws.

4.5 Presentation

4.5.1 No oral presentations will be provided by Proposers regarding this RFP unless requested by MDHS. See Section VIII, 8.3. Oral presentations will not be allowed in lieu of a written proposal.

4.6 Evaluation Plan

4.6.1 The awarded Proposer shall provide a draft implementation plan working with MDHS, making revisions as required for approval.

The draft plan shall include the following items:

Describe the relevance of the project, Project aims, Contribution to the home visiting knowledge base, as well as adhere to the items listed in the DOHVE Evaluation TA Brief. See Exhibit H.

SECTION V SCOPE OF SERVICES

5.1 Description of Services

The Mississippi Department of Human Services (MDHS), Division of Family Foundation and Support (DFFS) will accept proposals from interested parties for the purpose of evaluating the attitude, perception and thinking of father's involvement in their children's lives and family planning. DFFS is seeking evaluation of the implementation of this program in order to help determine next steps of the Fatherhood Component of the Healthy Homes Mississippi program.

5.2 Required Program Elements

5.2.1 Specifically, the Contractor will complete the following activities related to the evaluation of the Fatherhood Component Healthy Homes Mississippi program (hereinafter referred to as "FCHHM"), for the Mississippi Department of Human Services (MDHS), Division of Family Foundation and Support (DFFS), (hereinafter referred to as

"MDHS"), an agency of the State of Mississippi.

- 5.2.1.1 Correspond with the Healthy Homes program director a minimum of two (2) times a month on deliverables and related progress.
- 5.2.1.2 Assess the attitude, perceptions and/or beliefs of the program participants and staff concerning the value of a father's involvement in the life of his child.
- 5.2.1.3 Conduct an analysis of the FCHHM program's policies and procedures to report on alignment with program goal of increasing father involvement with his child (ren).
- 5.2.1.4 Evaluate the knowledge acquisition and retention of the trained home visitor in the fatherhood curriculum using a tool developed by curriculum designer or if such a tool does not exist, the successful proposer will develop such a tool in consultation with the curriculum publisher and ensure that the tool is reliable.
- 5.2.1.5 Propose a timeline for measurement of knowledge acquisition.
- 5.2.1.6 Assess the attitude, perceptions and behavior concerning family planning of the families whose home visitors have been trained in the fatherhood curriculum.
- 5.2.1.7 Provide a detailed description of the data analyses that will be conducted for each portion of the evaluation.
- 5.2.1.8 Write and submit a detailed work plan. This detailed work plan will include milestones, deliverables, staff capacity and timelines for completing this project and will be submitted to MDHS.
- 5.2.1.9 Write a mid-point report that should include preliminary evaluation findings. Any data included in this report will appear in both tabular and graphical form. This report will be written for a general audience, should not exceed 20 pages and should include limited technical terminology. The technical information should be included in an appendix. This mid-point report will also include an executive summary that will serve as an extended abstract, highlighting the project's goals and key findings.

5.2.1.10 Write a final report. The report will summarize findings of the study, with data presented in both tabular and graphical form. Based on the results of elements stated above, provide a report including recommendations for strengthening the Fatherhood component of the Healthy Homes Mississippi program. This report should not exceed 30 pages, not including appendices. The report will be written for a general audience and include limited technical terminology. Technical information will be included in an appendix. This final report will also include an executive summary will not exceed two pages and will serve as an extended abstract, highlighting the project's goals and key findings.

5.2.1.11 Present findings to MDHS. The vendor will prepare and deliver a presentation to representatives from MDHS which highlight the project's key findings from the study.

5.3 The following information shall be included in the proposal:

- Timeline of when grantee will accomplish required program elements within a 12 month period from the time funding begins.
- Detailed description of procedure for review of the Fatherhood component of the Healthy Homes Mississippi program policies and procedures for alignment with program goals and national standards.
- Description of how service provider will present findings to MDHS, including their ability to provide printed copies of the report as well as an electronic copy formatted for Internet publishing.
- Description of the internal controls and processes in place to ensure program integrity and ensure timely completion of deliverables and products included in this quote.
- Description of service provider's ability to meet all objectives and contract expectations as described in the quote as well as those that may be determined by MDHS. Shall include acknowledgement that failure to meet all performance targets and contract expectations can be grounds for revision of the contract whereby current funding is reduced and can affect future consideration for funding. If 80% of the target for program implementation as set in the contract is not achieved, a performance enhancement action plan may be required. If the performance enhancement plan is inadequate, the service provider is unresponsive, or if

performance does not improve after performance enhancement plan implementation, contract termination will be considered.

- Participate in person, in quarterly meetings held at MDHS.

SECTION VI FINANCIAL PROPOSAL

The Financial Proposal shall be included in a separate section, and the cost included in the Financial Proposal shall be fixed throughout the time period of the contract. The following shall be included:

6.1 Budget Narrative

6.1.1 Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart).

6.1.2 Identify all non-labor costs and their estimated totals.

Cost data submitted at this stage is not binding and is subject to negotiation if proposal is chosen as a finalist.

SECTION VII TERMS AND CONDITIONS OF THE RESULTING CONTRACT

The following are certain terms and conditions that shall be incorporated in the final contract, although MDHS reserves the right to add to these terms and conditions in the resulting contract. A sample Contract for Personal or Professional Services is attached hereto as "Exhibit C".

7.1 Termination

7.1.1 Termination for Cause. If, through any cause, Independent Contractor shall fail to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation

exceed the total Contract price.

7.1.1.1 Upon the entering of a judgment of bankruptcy or insolvency by or against a contractor, the State Agency may terminate this contract for cause.

7.1.1.2 Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

7.1.2 Termination for Convenience of MDHS. MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

7.2 Confidentiality of Data

7.2.1 Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

7.3 Care of Data

7.3.1 The Contractor shall take all steps necessary to safeguard any data, file, report, or other information from loss or destruction. Any cost or expenses of replacing or damage resulting from the loss of such data shall be borne by the contractor.

7.4 General Provision

7.4.1 Compliance with Laws Rules and Regulations

7.4.1.1 The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal and State of Mississippi laws and regulations. Particularly, but without limitation through inclusion, this provision shall include the following:

7.4.1.1.1 Equal Employment Opportunity. The Contractor shall abide by all applicable provisions of the Federal Civil Rights Acts of 1964, as amended, executive order 11246 entitled "Equal Employment Opportunity," as amended in Executive Order 11375, as supplemented in the United States Department of Labor regulations (41 CFR Part 60), and all other applicable federal and state laws, regulations or others which prohibit discrimination because of race, color, religion, sex, national origin, age, marital status, or physical or mental handicap.

7.5 Hold Harmless

7.5.1 The Contractor agrees to indemnify, defend, and hold harmless the State of Mississippi, its officers, agents, and employees from:

7.5.1.1 Any and all claims and losses accruing resulting to any and all contractors, subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract;

7.5.1.2 Any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the performance of the contract;

7.5.1.3 Any liability, including cost and expenses, for losses, damage, rights of privacy, theft, embezzlement, or other acts of dishonesty, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data or genetic sample(s) furnished under the contract or based on any libelous or other unlawful matter contained in such data.

7.5.1.4 Contractor shall comply with the law of Mississippi in instance of liability, and therefore, cannot attempt to limit its liability.

7.6 Retention of Record

7.6.1 Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

7.7 Applicable Law

7.7.1 The Contract 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. The Contractor shall comply with applicable federal, state and local laws and regulations.

7.8 Availability of Funds

7.8.1 It is expressly understood and agreed that the obligation of MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and 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 MDHS, MDHS shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7.9 Procurement Regulations

7.9.1 The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is

available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

7.10 Compliance with Laws

7.10.1 The Contractor understands that MDHS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

7.11 Stop Work Order

7.11.1 Order to Stop Work: The procurement officer, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

7.11.1.1 cancel the stop work order; or,

7.11.1.2 terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

7.11.2 Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

7.11.2.1 the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,

7.11.2.2 the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

7.11.3 Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

7.11.4 Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

7.12 Representation Regarding Contingent Fees

7.12.1 The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

7.13 Representation Regarding Gratuities

7.13.1 The proposer, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Rules and Regulations.

7.14 Acknowledgment of Amendments

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

7.15 Certification of Independent Price Determination

7.15.1 The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or

agreement with any other proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

7.16 E-Payment

7.16.1 Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

7.17 E-Verification

7.17.1 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the legal 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. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

7.17.1.1 termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

7.17.1.2 the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

7.17.1.3 both--in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

7.18 Transparency

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

7.19 Paymode

7.19.1 Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7.20 Indemnification

7.20.1 To the fullest extent allowed by law, the contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the contractor may be allowed to control the defense of any such claim, suit, etc. In the event the contractor defends said claim, suit, etc., the contractor shall use legal counsel acceptable to the

State. The contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

7.21 Insurance

Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

7.21.1 Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent

7.22 Prospective Contractors Representation Regarding Contingent Fees

7.22.1 The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. (Exhibit D)

7.23 Debarment

7.23.1 By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts 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 E and F)

SECTION VIII PROPOSAL EVALUATION

8.1 All proposals will be evaluated by a Selection Committee.

8.1.1 Proposals will be evaluated according to the criteria discussed in the RFP.

8.1.2 The award of a contract to a proposer does not mean that the other proposals lacked merit; but with price, quality of service and other factors considered, the selected proposal was deemed to provide the best value or be the most advantageous to the State of Mississippi based on all factors considered.

8.2 Proposers are cautioned that this is a RFP not a request to contract, and MDHS reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the State of Mississippi.

8.3 At their discretion, the evaluators may request oral presentations or discussions with any and all proposers for the purpose of clarification or to amplify the materials presented in any part of the proposal. If requested for an oral presentation, the proposer shall be prepared to provide their Power Point Presentations when notified that they were selected for an oral presentation.

However, proposers are cautioned that the evaluators are not required to request clarification; therefore, all proposals shall be complete and concise and reflect the most favorable terms available from the proposer. Oral presentations will provide the opportunity for additional points (1-10) to be assigned to a proposer.

8.4 Factors that will be considered as evaluation criteria by the evaluation committee are as follows:

8.4.1 Proposer's Draft Evaluation Plan (25 Points)

8.4.1.1 Item 4.6 of the RFP which includes the Scope of Services

8.4.2 Proposer's Ability to Perform (30 Points)

8.4.2.1 Item 3.2.2.

8.4.3 Proposer's Personnel, Equipment, Facilities (10 Points)

8.4.3.1 Item 3.2.4.

8.4.4 Proposer's Record of Past Performance (20 Points)

8.4.4.1 Item 3.2.1 and 3.2.3

8.4.5 Proposer's Price (15 Points)

8.4.5.1 Section VI.

Total of 100 Points

8.5 Debriefing Immediately after notification of the awarding of the ensuing Contract, all Proposers/Bidders, whether successful or non-successful, will be given the opportunity to request a debriefing meeting with MDHS. During this meeting, MDHS will discuss with the Proposers/Bidders the strengths and weaknesses of their Proposals/Bids.

SECTION IX PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* (Exhibit G) with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Proposer is indicating that he takes no exceptions to any item in this RFP document.

9.1 Unless specifically disallowed on any specification herein, the Proposer may take exception to any point within this RFP, including a specification denoted with "must" or "shall," as long as the following are true:

9.1.1 The specification is not a matter of State law;

9.1.2 The proposal still meets the intent of the RFP

9.1.3 A *Proposal Exception Summary Form* is included with the proposal; and

9.1.4 The exception is clearly explained, along with any alternative or substitution the Proposer proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.

9.2 The Proposer has no liability to provide items to which an exception has been taken. MDHS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Proposer and MDHS will discuss each exception and take one of the following actions:

9.2.1 The Proposer will withdraw the exception and meet the specification in the manner prescribed;

9.2.2 MDHS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

9.2.3 MDHS and the Proposer will agree on compromise language dealing with the exception and will insert same into the contract; or

9.2.4 None of the above actions is possible, and MDHS either disqualifies the proposal or withdraws the award and proceeds to the next ranked Proposer.

9.3 Shall MDHS and the Proposer reach a successful agreement, MDHS will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Proposer's exceptions. The *Proposal Exception Summary*, with those exceptions approved by MDHS, will become a part of any contract on acquisitions made under this RFP.

9.4 An exception will be accepted or rejected at the sole discretion of MDHS.

9.5 MDHS desires to award this RFP to a Proposer with whom there is a high

probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit B. As such, proposals, in the sole opinion of MDHS, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

- 9.6 For Proposers who have successfully negotiated a contract with MDHS in the past, MDHS requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to MDHS or participated in contract negotiations with MDHS on behalf of their company, to ensure the Proposer is consistent in the items to which it takes exception.

EXHIBIT A

Proposal Number: _____ (For use by MDHS)

***Mississippi Department of Human Services
Proposal Cover Sheet***

Name of Organization: _____

_____ Minority-Owned _____ Women-Owned _____ N/A (FOR CLASSIFICATION PURPOSES ONLY)

Date Submitted: _____ Amount of Funding Requested: \$ _____

Proposer Organization Information:

Organization Name: _____

Mailing Address: _____

Chief Executive Officer: _____

Phone: ()

Fax: () _____

Email: _____ Organization's Tax ID#:

Contact Person for Proposal:

Name: _____ Title: _____

Mailing Address:

Phone: ()

Fax: ()

Email: _____

Provide a brief description of the proposed project (Limited to space provided)

Signature of Authorized Representative
(No stamped signature)

Date

EXHIBIT B

PROPRIETARY INFORMATION

Did the contractor submit any information to the agency for the Evaluation of the Fatherhood Component Healthy Homes Mississippi Request for Proposal which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____

No _____

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

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

Authorized Agency Representative

Organization Name

Date

EXHIBIT C

Revised 04/2013

STATE OF MISSISSIPPI MISSISSIPPI DEPARTMENT OF HUMAN SERVICES CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

1. Parties. This Contract is made and entered into by and between the Division of _____, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and _____, hereinafter referred to as "Independent Contractor."

2. Purpose. MDHS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. Scope of Services. The Independent Contractor shall perform and render the following services:

4. Period of Performance. The period of performance of services under this Contract shall begin on _____ and end on _____. MDHS shall have the option to renew this Contract at one (1) year intervals for one (1) year at the same terms and conditions. These one (1) year options to this contract shall end on _____.

5. Consideration and Method of Payment.

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed _____ (\$ _____). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of _____ (\$ _____).

B. The Independent Contractor will bill MDHS for its services on a _____ basis. Following the satisfactory completion, as determined by MDHS, of its (daily, weekly, bi-monthly, monthly, etc.) services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this

Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Independent contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 31-7-301, et. Seq., which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice.

6. Relationship of Parties.

A. It is expressly understood and agreed that MDHS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Independent Contractor.

B. Independent Contractor 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 Contract.

C. Any person assigned by Independent Contractor to perform the services hereunder shall be the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDHS for those hours.

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 Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Contract sum.

E. Independent Contractor 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.

7. Termination for Cause. If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective

date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

8. Termination for Convenience of MDHS. MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

9. Ownership of Documents and Work Products. All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDHS upon completion of this Contract or upon termination of this Contract. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract.

The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDHS.

10. Record Retention and Access to Records. Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

11. Modification or Amendment. Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed by both parties hereto.

12. Assignments and Subcontracts. Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

13. Waiver. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof 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 the terms of this Contract.

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

15. Price Adjustment.

A. Price Adjustment Methods. The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

- (1) Unit prices, if any, previously approved by the parties and specified in this Contract; or
- (2) MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

B. Submission of Cost Pricing Data. The Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

16. Indemnification. MDHS shall, at no time, be legally responsible for any

negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

OR

Only, use this option with Independent Contractors that are State agencies or political subdivisions of the State:

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.

17. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

18. Applicable Law. The contract 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. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

19. Representation Regarding Contingent Fees. The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Independent Contractor's bid, proposal, or herein.

20. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

21. Representation Regarding Gratuities. The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is violating, and promises that it will not violate the

prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

22. Procurement Regulations. The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201, or downloadable at www.mspb.ms.gov.

23. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

24 Stop Work Order.

A. Order to Stop Work. The _____, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the _____ shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order as provided in the "Termination for Cause" clause or the "Termination for Convenience" clause of this Contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, Modification or Amendment, of this Contract.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to

MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

D. Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

25. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of _____ . This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of _____ .

In a review before the Executive Director or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

26. Compliance with Laws. The Independent Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

27. Confidentiality. Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

28. E-Verify. Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of “license or permit.”

29. Special Terms and Conditions. It is agreed and understood by each party to this Contract that there are no special terms and conditions.

30. Entire Agreement. It is understood and agreed that this Contract and the documents listed below constitute the entire understanding 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. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. This Contract signed by the parties herein and any Exhibits attached hereto;
2. The Request for Proposals or Invitation for Bids and the Written Clarifications or Answers provided by MDHS, dated
(Note: if applicable.)

3

The documents are complementary, and what is required by one shall be binding as if required by all. A higher document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof;

provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document (“1. _____”) and the lowest document is listed last (3. _____”).

31. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983”, codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Independent Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

32. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

MDHS: Richard Berry, Executive Director
Mississippi Department of Human Services
P.O. Box 352
Jackson, Mississippi 39205

INDEPENDENT

CONTRACTOR'S NAME: Representative's Name
Title
Address

IN WITNESS WHEREOF, this Contract has been made and interchangeably executed by the parties hereto in duplicate originals.

Witness my signature this, the ___ day of _____, 2014.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES BY:

Signature

TITLE: _____

WITNESSES:

Witness my signature this, the ___ day of _____, 2014.

INDEPENDENT CONTRACTOR'S NAME

BY: _____
Signature

Printed Name: _____
Title

WITNESSES:

EXHIBIT D

**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING
CONTINGENT FEES**

The prospective contractor (_____) represents that it has / has not
(please circle the appropriate answer) retained any person or agency on a percentage, commission,
or other contingent arrangement to secure this contract.

Signature of Contract Person for Contractor

Title

Date

EXHIBIT E

FEDERAL DEBARMENT VERIFICATION REQUIREMENT

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF _____

_____, hereby certifies that _____
Contractor's/Subgrantee's Authorized Official **Contractor's/Subgrantee's**

_____ is not on the list for federal debarment on www.sam.gov - System for Award Management
Name

(SAM). If _____ is placed on the federal debarment list,
Contractor's/Subgrantee's Name

_____ shall notify the appropriate funding division(s)
Contractor's/Subgrantee's Authorized Official

of the Mississippi Department of Human Services (MDHS) within 24 hours (Monday-Friday).

Further, MDHS, Division of _____ will immediately terminate the
subgrant(s)/contract(s) between MDHS, Division of _____ and

Contractor's/Subgrantee's Name

Authorized Official's Typed Name/Title

Signature of Authorized Official **Date**

Witness

Witness **40**

EXHIBIT H

Design Options for Home Visiting Evaluation EVALUATION TECHNICAL ASSISTANCE BRIEF Technical Assistance Provision for MIECHV Grantees

May 2012

Introduction

The purpose of this brief is to provide an overview of the federal expectations concerning research and evaluation conducted using MIECHV funds. The brief provides a broad framework that should be used to direct the planning, design and execution of research and evaluation activities by grantees. Please note, however, that each specific research or evaluation activity needs consideration of how it applies to the specific context through conversations within the grantee, with the regional project officer, and/or with the DOHVE¹ team.

The legislation under MIECHV emphasizes the importance of using research and evaluation funds to support well-designed, rigorous research that contributes to the field of home visiting. Specifically, the legislation calls for “a continuous program of research and evaluation activities in order to increase knowledge about the implementation and effectiveness of home visiting programs, using random assignment designs to the maximum extent feasible.”

Research and evaluation funds under MIECHV should be used to contribute to the scientific knowledge base about home visiting, rather than to support what may be seen as programmatic activities that all grantees should incorporate, such as data systems and continuous quality improvement efforts. These efforts are intended to support the strengthening of the evidence base for home visiting models and enhancements. Therefore, states are encouraged to address questions of impact using a research design that meets HomVEE evaluation standards.² However, not all projects are at the point where impact questions can be answered. For these projects, implementation studies that target the adoption, implementation, and sustaining of the proposed project are appropriate; nevertheless, the emphasis on well-designed and rigorous evaluation remains.

¹ The purpose of the Design Options for Home Visiting Evaluation (DOHVE) project is to provide research and evaluation support for the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program. The project is funded by the Administration for Children and Families and the Health Resources and Services Administration.

² The Home Visiting Evidence of Effectiveness (HomVEE) project, sponsored by the U.S. Department of Health and Human Services, conducts thorough and transparent reviews of the home visiting research literature and provides an assessment of the evidence of effectiveness for home visiting programs models that target families with pregnant women and children from birth to age 5. More information about the standards and results of these reviews can be found at <http://homvee.acf.hhs.gov/>.

Methodological Rigor

Methodological rigor is important for both impact and implementation studies. Quantitative, qualitative, or mixed methods designs should have:

- **Credibility** – Ensuring what is intended to be evaluated is actually being evaluated and that the proposed research data collection and analysis appropriately answer the research questions of interest. For example, this means that if the question focuses on efficacy, an appropriate comparison group must be utilized.
- **Applicability** – Ensuring results can be generalized beyond this project and that the reader can believe the results accurately represent a population or context. For example, ensuring communities included in the research would be appropriately representative of those communities that qualify for MIECHV funds.
- **Consistency** – Ensuring that the process and method are articulated in advance and closely followed. This supports the rationale for requesting that the evaluation plan include specific measures, data collection procedures, etc. Consistency includes both consistency in data collection to reduce error and pre-specifying plans (i.e., analysis plans) to reduce bias.
- **Neutrality** – Producing results that are as objective as possible while acknowledging the bias that may be brought to data collection, analysis, and interpretation of the results. To this end, the evaluation team must have the necessary independence from the project to assure objectivity, regardless of the research question.

Conclusion

To this end, HHS and DOHVE have provided feedback and guidance to sites implementing promising approaches and those awarded competitive grants with evaluations to:

- Clearly articulate research questions of interest, focusing on those questions that are most salient to the project proposed and most feasible to answer well within the research and evaluation plan;
- Clearly articulate the study design, including specifying measures, data collection plans, construction of appropriate comparison groups, and appropriate analysis; and,
- Appropriately allocate funds to support the proposed evaluation plan.

Specifically, as stated in the Supplemental Information Request (SIR), which provided the guidance to states as to how to apply for MIECHV funds, the evaluation plan should:

- Discuss how the evaluation will be conducted;
- Articulate the proposed evaluation methods, measurement, data collection, sample and sampling (if appropriate), timeline for activities, plan for securing IRB review, and analysis;

- Identify the evaluator, cost of the evaluation, and the source of funds;
- Use an appropriate comparison condition, if the research is measuring the impact of the promising or new home visiting model on participant outcomes; and
- Include a logic model or conceptual framework that shows the linkages between the proposed planning and implementation activities and the outcomes that these are designed to achieve.

The research and evaluation activities under MIECHV have the potential to advance the field of home visiting and to share knowledge that will strengthen the research-to-practice and practice-to-research feedback loop.

For more information about MIECHV evaluation, please speak with your Regional Project Officer and contact:

Lance Till, MS
DOHVE Liaison
James Bell Associates
3033 Wilson Boulevard
Suite 650
Arlington, VA 22201
512-592-7003
Till@jbassoc.com

Lauren Supplee, Ph.D.
Senior Social Science Research Analyst
Office of Planning, Research, and Evaluation
Administration for Children and Families
U.S. Department of Health and Human Services
370 L'Enfant Promenade, SW
Washington, DC 20447
202-401-5434
Lauren.Supplee@acf.hhs.gov