

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES**

REQUEST FOR PROPOSALS

FAMILIES FIRST RESOURCE CENTER

**Release Date
September 28, 2011**

**Deadline for Submission of Proposals
October 31, 2011**

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FAMILIES FIRST RESOURCE CENTER

SECTION I. INTRODUCTION

Purpose

Increasing marital and family instability has a negative impact on children, adults, families, and our communities. Healthy relationships and marriages, and resulting family stability benefit the physical, social, and emotional well-being of adults and children. The Mississippi Department of Human Services, Division of Economic Assistance is committed to ensuring that family life educational resources and prevention programs are available to promote the well-being of children by encouraging the involvement of mothers and fathers in their lives. Mississippi is seeking to continue implementation of an innovative program to:

- Connect families to resources;
- Equip families with the skills needed to solve problems, make good choices and access services;
- Advocate strong healthy marriages;
- Increase father involvement in the lives of their children; and
- Reduce out-of-wedlock pregnancies.

The program shall not:

- Encourage anyone to enter into or remain in an abusive relationship;
- Decide who shall marry whom; nor
- Suggest to anyone to get married.
- Be a Counseling Service

The purpose of this Request for Proposal (RFP) is to solicit proposals from interested parties who can most effectively and cost-efficiently administer a Families First Resource Center (FFRC) in Mississippi. Proposals will be accepted from currently funded FFRCs, as well as organizations with the capacity, competence and experience to accomplish the program goals and objectives identified in this RFP. This comprehensive multi-service family resource center is to be titled “Families First Resource Center” and to reflect the county of service (example, Brown County Families First Resource Center). The final consideration in awarding of Subgrants will be the overall quality of the proposal regardless of the location of the program.

MDHS plans to fund a maximum of ten (10) FFRCs. Each center shall be awarded up to \$300,000 to operate a program that provides services for a minimum of four counties (See Service Area for additional information). Proposers shall only submit one proposal for this RFP. Submitting more than one proposal under this RFP will result in the removal of the extra proposal. In considering which proposal to remove from review, MDHS will use the date-and-time stamp indicia on the hardcopy submission and will remove the application with the later date and time.

Subgrantee Eligibility Criteria

The eligible organization currently shall have an established Families First Resource Center, or is **currently providing family formation services and has the capacity to provide** abstinence/youth development, fatherhood, healthy marriage, and parenting education classes for eligible families within the targeted service areas. The eligible organization shall be in good standing with the Mississippi Department of Human Services. The organization shall be registered/qualified by the Mississippi Secretary of State, licensed to do business in the State of Mississippi and have an office in the State of Mississippi.

Description of Programs/Services

The Program shall provide a variety of family support services, which enhance/strengthen the ability of parents to respond to their children in a positive manner, stabilize the family unit, prevent teenage pregnancies, increase parenting skills and knowledge, and prevent serious disruptions in family life. All services are provided at no charge to the youth and their families. **The proposal shall provide all of the following services in all the counties awarded in this grant:**

- **Abstinence-Until-Marriage and Youth Development Education**
- **Healthy Marriage Education**
- **Responsible Fatherhood Education**
- **Parenting Skills Education**

Proposers shall ensure participation in program activities is voluntary (unless court ordered) and services shall be provided at no cost.

Online Assessment and Tracking

Subgrants shall use an assessment tool, approved by MDHS, to assess program participants to make informed decisions about their educational and training needs and offer links to other resource providers (e.g., domestic violence shelter, MDHS county office for SNAP/TANF, WIN Job Center, GED class, etc.). Subgrantee shall have the capability to use a web-based system to conduct client intake, assessment and tracking.

Program Access

Successful Proposers shall provide services 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. Proposers 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.

Domestic Violence Requirement

Proposers shall identify in their proposal the domestic violence experts with whom they have consulted to establish domestic violence protocols. Proposers shall also include evidence of their consultation with experts on domestic violence prevention. Proposers shall describe how the proposed programs or activities shall ensure a comprehensive response to disclosures of domestic violence, safety planning, and referrals to appropriate assistance both before and after the screening process. Proposer shall also include a plan for regular staff training on domestic violence and reporting child abuse. Failure to comply with this requirement shall result in a score of "0" under the evaluation criteria, "Approach."

Service Area

Proposer shall select one county to serve as the central location for the program and provide services to a minimum of four counties. The four counties, to be served, shall include one central location and three additional counties surrounding the central location. The central location shall serve as the administrative office for the program. Staff responsible for maintaining oversight of all elements of the program shall be housed at the central location. The proposer shall conduct educational classes and participate in workshops, health fairs, etc. in the three additional counties. Based on approval from MDHS, the subgrantee may also serve as a presenter in a county outside their service area that is not covered by another subgrantee. The proposer shall describe the precise location of the program and boundaries of the area to be served in each county. The proposal shall include written justification for each county selected. The justification shall fully explain the need for the service in the counties selected and include census and other data/research to support this need.

To ensure maximum coverage, organizations may include a listing of their first and alternate choices for counties in their proposals. If successful proposers are not selected for the alternate counties and the organization listing these counties has not reached the maximum allowed under this RFP, the organization shall be given the opportunity to serve these alternate counties. First consideration for the alternate county shall be given to the Proposer(s) with the highest total points. In the event subgrant negotiations are unsuccessful, the Proposer(s) with the next highest number of points may be selected for consideration.

MDHS reserves the right to terminate any contract at any time, subject to current subgrant provisions, and avail itself of any and all remedies available to protect its interest. Continuous annual funding is not guaranteed.

Collaboration

Proposers must demonstrate strong linkages to related support services within the targeted area. The proposal shall include detailed information about collaborations, partnerships, and MOUs with organizations and stakeholders that the applicant indicates will be responsible for aspects of the program, will serve as sources of participant recruitment, or will provide services to program participants on a referral basis. If applicable, the proposer shall also include detailed information (including examples) about their success in conducting coalition meetings. The proposer shall also provide the names of coalition partners and the roles the partners have played in implementing the program.

Recruitment and Retention

The proposal shall include sound recruitment strategies for program outreach. The proposer shall provide a detailed plan for recruiting and retaining participants in each program component. The plan shall also include referral strategies that take steps to remove barriers to program participation.

The closing date for proposal submission is no later than 4:30 p.m., on October 31, 2011.

Project Duration

The projected beginning date for all contracts is **January 1, 2012**. All projects under this RFP shall be operational after the contract is signed by MDHS' Executive Director unless a later starting date is approved by MDHS. Failure to begin a program or project within the aforesaid time period may result in termination of funding. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

The total obligation of MDHS and the State of Mississippi for all services and performances required by the Request for Proposals (RFP) shall not exceed the balance of the funds that MDHS has on hand for the Mississippi FFRC contract.

MDHS reserves the right to reject any and all proposals at its discretion.

Funding

Temporary Assistance for Needy Families (TANF) funds shall be allocated for the statewide FFRCs. Funds under this proposal shall be contingent upon the availability of federal funds. The proposer may qualify to receive a grant award not to exceed **\$300,000**. It is the intent of MDHS to enter into a subgrant for the period from January 1, 2012 to September 30, 2012 with the option to renew the grant each year for two consecutive years.

Funding Restrictions

TANF funds are for services rendered only and not for startup costs. TANF funds cannot be used to construct or purchase buildings or facilities; purchase real estate; make permanent improvement of property; provide medical services which include medical counseling; provide cash payments, vouchers, or other forms of benefits designed to meet a family's ongoing basic needs (e.g., food, clothing, shelter, utilities, household good, personal care items, and general incidental expenses); provide residential care, rehabilitative services or services to children in the juvenile justice system; pay for expenditures for out-of-state activities; pay incentives for staff members and volunteers; or be expended for sectarian instruction, worship, prayer or proselytization purposes. The grant shall allow equipment purchases with prior approval from

MDHS. The proposer shall include costs for curricula as well as handouts and marketing materials (i.e. brochures, posters, key chains, etc) in their budget.

As required by the Office of Management and Budget, OMB Circular A-87 (Revised), TANF funds cannot be used to pay for entertainment costs, including amusement, diversion, and social activities and any costs directly associated with such costs (i.e., tickets to shows or sports events, meals, lodging, rental, transportation, and gratuities). **Administrative costs in connection with any of these activities are subject to a 15% limitation. NOTE: Proposers that have previously received funding from MDHS with unresolved audit findings shall not be considered for funding.**

TANF funds shall not be used to duplicate services provided under another grant.

Mandatory Conferences

The Subgrantee shall participate in all required a minimum of two two-day conferences and technical assistance training as provided by the state. Subgrantee shall allocate sufficient funding in their proposed program budget for travel expenses to Jackson, MS.

Start-Up

The ensuing Subgrant is anticipated to begin on or around January 1, 2012. Subgrantee shall have programs developed and fully operational after signing of contract. Start-up activities include, but are not limited to the following:

- Location(s) selected where the services shall be performed.
- Appropriate staff hired.
- Coalition fully established.

Independent Evaluator

As a condition of acceptance of an award under the RFP, all subgrantees are required to participate fully in the MDHS-sponsored evaluation and adhere to all evaluation protocols established by MDHS to be carried out by its independent evaluator. Acceptance of this grant award constitutes agreement to cooperate with and administer all evaluation procedures as required.

SECTION II. RFP PROCESS

This RFP provides background information and describes the subgrant services desired by MDHS. It delineates the requirements for this procurement and specifies the contractual conditions required by MDHS. Parties responding to this RFP shall be referred to as "Proposers." The successful Proposer to whom the contract shall be awarded shall be referred to as "Subgrantee."

A. Procurement Schedule for the Families First Resource Center

The schedule for this procurement is as follows:

MDHS/Economic Assistance issues RFP	September 28, 2011
MDHS/Economic Assistance receives all requests for clarification in writing from potential proposals	<u>October 10, 2011</u> <u>5:00 p.m. (Central Time)</u>
MDHS/Economic Assistance responds in writing to clarification requests	No later than October 17, 2011
<u>Letter of Intent (Mandatory)</u>	<u>October 24, 2011, 5:00 p.m.</u> <u>(Central Time)</u>
Deadline for submission of proposals	<u>4:30 p.m. (Central Time) on</u> <u>October 31, 2011</u>
Proposal Opening Date	November 1, 2011
MDHS/Economic Assistance begins Evaluation of Proposals	November 1, 2011
Notification to Proposers	December 15, 2011
Proposed Date of Contractual Services	January 1, 2012
Proposed Period of Performance	January 1, 2012 through September 30, 2012

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

B. Response to Proposers' Questions

All questions and inquiries shall be received in writing no later than **October 10, 2011**. Questions shall be addressed to John Davis, Director, Division of Economic Assistance, and Mississippi Department of Human Services. Questions can be hand-delivered to 750 North State Street, Jackson, Mississippi 39202, mailed to Post Office Box 352, Jackson,

Mississippi 39205-0352 or emailed to john.davis@mdhs.ms.gov. MDHS shall not be held liable or responsible for oral responses or for responses to Proposers by persons other than the person specifically designated in this Section. MDHS shall mail written responses to all potential Proposers no later than **October 17, 2011**.

From the release of this RFP until a contract is executed, Proposers/Contractors shall not communicate with any MDHS staff concerning the RFP except by using the method described above in Section B and in this section. If the Proposer/Contractor attempts any unauthorized communication, MDHS reserves the right to reject the Proposer/Contractor's proposal.

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

C. Mandatory Letter of Intent

Proposers **shall** notify MDHS of their intention to submit a proposal under this announcement. Please submit the letter of intent by the deadline date **October 24, 2011, 5:00 p.m. (Central Time)**. This letter of intent can be hand-delivered to 750 North State Street, Jackson, Mississippi, mailed to Post Office Box 352, Jackson, Mississippi 39205-0352.

The letter of intent shall include the title of this request for proposal (RFP), the proposer's organizational name and address, one to two sentences stating that the proposer organization intends to submit a proposal for this grant, location of the service area, and the contact person's name, phone number, fax number, address and email address. Failure to provide all of the above information may result in rejection of the letter

D. Proposer Submission

1. Proposals shall be received by the Mississippi Department of Human Services no later than the official deadline of:

4:30 p.m. (Central Time), on **October 31, 2011**

Proposals shall be mailed to: **John Davis, Director, Division of Economic Assistance, Mississippi Department of Human Services**, 750 North State Street, Jackson, Mississippi 39202 or hand-delivered to the first floor lobby of the same address. No faxed or e-mailed proposals shall be accepted.

Proposals must be received by the above named party by the official deadline to be considered. Proposals will be time stamped as they are received by MDHS.

Any proposals received after the deadline will be marked as being LATE and will not be evaluated. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of proposals. **The proposer alone is responsible for ensuring that their submission packet is delivered to the appropriate MDHS personnel no later than the deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

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

MDHS 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 MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.

2. In order to be considered for selection, Proposers shall submit a complete response to this RFP. One signed original and three (3) copies of the proposal shall be submitted to John Davis by 4:30 p.m. (Central Time), on **October 31, 2011**. No other distribution of the proposals shall be made by the Proposer. The proposal shall clearly indicate the county (s) to be served. Failure to provide all required information may result in rejection of the proposal.
3. Length of Response, Binding, and Indexing: The proposal shall be typed with double spacing and be no more than 25 one-sided pages (8½ x 11), **excluding appendices**, in length. The proposals shall be separately bound (each in a 2" 3-ring binder), indexed and divided by section to allow ease of handling and review by MDHS. All documentation submitted with the proposal shall be bound in that binder. Failure to follow these instructions may result in rejection of the proposal.

E. Cost of Proposal

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

F. Oral Presentation

Proposers submitting proposals in response to this RFP may be required, at MDHS' discretion, to make an oral presentation of their proposals. The objectives of such presentations shall be to clarify any questions MDHS may have regarding proposed services and costs and to assist MDHS 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. MDHS shall schedule the time and location of these presentations. These oral presentations are an option of MDHS and may not be conducted.

G. RFP Modifications

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

H. Addenda/Revisions to Proposals

Unless requested by MDHS, MDHS shall not accept any addenda, revisions or alterations to proposals after the proposal due date. However, MDHS 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 MDHS's sole discretion. Any application or proposal received which does not comply with these general instructions shall be considered to be nonresponsive, and the proposal shall be rejected.

I. MDHS' Use of Proposal Ideas

MDHS retains the right to use any or all ideas presented in any proposal received in response to this RFP.

J. Proposer/Contractor Disclosure Data

Ownership of all data, materials and documentation originated and prepared for MDHS pursuant to the RFP shall belong exclusively to MDHS 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 shall result in rejection and return of the proposal.

K. MDHS' Rights Reserved

Notwithstanding anything to the contrary, MDHS 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 MDHS 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 contract 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 MDHS and the modifications make the terms of the proposal more favorable to MDHS, and accept such proposal as modified. MDHS shall allow all eligible Proposers to submit late modifications, similar in scope, shall MDHS choose to exercise this right with regard to anyone 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 MDHS deems appropriate.

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

L. Subgrantee Acceptance of RFP Content

The contents of this RFP and the accepted proposal of the successful Proposer shall become part of the final subgrant if a contract 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.

M. Proposal Acceptance by MDHS

MDHS shall accept proposals and award subgrants to the RFP. Determination of proposal acceptance shall 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 MDHS.

N. Legal Requirements

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

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

MDHS 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 MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.

O. Proposal Acceptance Period

Any proposal in response to this RFP shall be valid for sixty (60) days from the proposal opening date. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. While the proposal may be withdrawn from consideration, it shall remain the property of MDHS to use as it sees fit.

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 MDHS 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 registered/qualified or authorized to do business in the State of Mississippi and acceptable to MDHS. 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 MDHS 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 MDHS. Prior to approval of the Protest Bond, MDHS reserves the right to review the Bond and require the protestor to substitute an acceptable bond in such form as MDHS may require.

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

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

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

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

Q. Fidelity/Dishonesty Bond

Within ten (10) working days of notification of an award, the subgrantee shall submit to MDHS a Fidelity/Dishonesty Bond in favor of MDHS with surety or sureties satisfactory to MDHS for the term of the contract. The amount of the Bond shall equal 25% of the total contract price. 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 MDHS.

The Bond shall become effective upon written notification that a contract has been awarded to the subgrantee. The Bond shall remain in full force and effect for the duration of the contract. Any action by the subgrantee and/or the bonding company to revoke and/or cancel the Bond prior to the expiration of the contract shall constitute a breach of contract and shall result in immediate cancellation of the contract. If this occurs, the subgrantee shall be held liable for any additional costs incurred by MDHS 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 MDHS.

MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS IN WHICH THE CONTRACTOR/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 MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.

SECTION III. PROPOSAL FORMAT

Acceptable proposals shall offer all services identified in **Section IV, Scope of Work To Be Performed**, and agree to the contract conditions specified in **Section VII: Subgrant Terms and Provisions**, and state explicitly any exceptions to said terms and provisions.

A. Proposal Preparation

The proposal shall be typed with double spacing and be no more than 25 one-sided pages (8½ x 11), excluding appendices, in length. The title page, table of contents, transmittal letter, and required statements are not included in the 25-page limit. Each proposal shall be separately bound (each in a single volume where practical), indexed and divided by section to allow ease of handling and review by MDHS. All documentation submitted with the proposal shall be bound in each volume.

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 III, Item B, shall be rejected by MDHS.

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. The proposal shall contain a table of contents which cross references the RFP requirements. 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.

B. Required Proposal Contents

Responses to this RFP shall consist of the following components. Each of these components shall be separate from the others and uniquely identified. They also shall conform to the format and content specified below.

1. Transmittal Letter

Each proposal submitted in response to this RFP shall include a transmittal letter addressed to Cheryl Sparkman which includes the following:

- a. A statement that the proposal is being submitted in response to this RFP.

- b. A statement indicating the service area(s) 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.

2. **Proposal**

a. **Statement of Understanding**

This component of the proposal shall demonstrate the Proposer's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Proposer shall:

- 1. Describe the problem(s) that the proposer sees as being deterrent to its ability to provide the needed services and state the major goals and objectives of the program.
- 2. Describe the priorities for the Families First Resource Center in the target area. (short sentences and listed in priority order)
- 3. Describe existing programs and gaps in services.
- 4. Describe the needs by population subgroups: males and females, age, racial and ethnic groups, and children with special mental and/or physical health needs, etc.

b. **Service Approach and Proposed Work Plan**

This component of the proposal shall present a description of the approach to successfully provide the services requested in this RFP for the duration of the term of the Contract. Proposers shall respond fully and directly to each criterion of the **Scope of Work To Be Performed (Section IV) and MDHS' Responsibilities (Section V)**. The proposal shall include a schedule of events covering the entire contract period. The Proposer shall provide a complete and detailed description of all tasks and subtasks, all deliverables, the parties responsible for the completion of the tasks (including both State and Contractor) and proposed time lines of all scheduled recruitment, training, group activities. The work plan shall include, but not be limited to, the following items:

Program Plan

- a. Provide an overview of the geographic area and target populations to be served.
- b. Identify the number of participants this program shall target and the age range.

- c. Describe the need for a Families First Resource Center in the selected geographic area(s).
- d. Identify the goals of the program and describe the plans to achieve the goals and objectives.
- e. Provide details of how the Proposer plans to implement and evaluate its program. The plan shall include the timetable for hiring staff, selection of site and establishment of operations, etc.
- f. Provide a description of how staff shall meet program requirements.
- g. Provide a description of the Proposer's training and development programs that shall assure that all personnel (hired staff and volunteers) assigned to perform under any resultant contract shall be capable and qualified in the work assigned to them;
- h. Identify the location(s) where the program shall be implemented.

Process for Parental and Community Involvement

- a. Describe the process to inform and garner parental and community involvement in this Families First Resource Center.
- b. Describe steps that shall be taken to provide services to parents of targeted youth participating in the program.
- c. Describe how this program shall solicit and maintain participation of parental, family and community involvement.
- d. Describe collaborative efforts to involve key stakeholders. Provide a description of how the Proposer plans to coordinate services with appropriate State and/or local agencies, organizations in the area(s) served by the program.
- e. Describe the outreach activities that shall increase community awareness of the Families First Resource Center.

Evaluation

Acceptance of this grant award constitutes an agreement to cooperate with and administer all evaluation procedures. The proposer shall as a condition of acceptance of an award under this RFP, agree to participate fully in the MDHS sponsored evaluation process and adhere to all evaluation protocols established by MDHS and its independent evaluator.

c. Relevant Proposer's Experience, Qualifications, Resumes of Lead and Key Subgrantee Staff

This segment of the proposal shall include previous experiences that shall demonstrate the Proposer's ability to deliver the services requested in this RFP. It also shall describe the expertise of the Proposer's staff and information on current or recent projects of a similar size and scope, and data relevant to the Proposer's performance on such projects. The Proposer shall also provide a long term plan that addresses program sustainability in the targeted areas once funding is no longer available through MDHS.

For each of the aforesaid programs or projects, the Proposer shall include the name of the organization, project title and contact person (including a current address, telephone and fax number(s), and e-mail address) of the entity for which the services were provided or the entity providing funds for the project, time period of the project, and a detailed description of the scope of services provided that relate to this RFP and resulting subgrant.

The Proposer shall disclose the number and nature of queries, monitoring, and/or audit findings that have been made against it and/or any key or management staff by any government (state and/or federal) authority or agency. The Proposer shall provide a list of any litigation, past or pending, against the Proposer.

The Proposer shall also describe administrative and organizational structure by which the program shall function. Include organizational chart(s), narrative description of organizational structure, work flow chart(s) and the number of personnel to be used on the project. Explain how the program staff shall be supervised and provide job descriptions for all staff funded under the program. The job descriptions shall include job titles, lines of supervision, supervision responsibilities, experience and qualification, and other information to show that personnel can successfully perform the work required under this RFP.

The Proposer shall demonstrate the involvement of teens, parents, consumers and the community in the planning, monitoring and program decision-making processes of the proposed program (See Collaboration, Scope of Services, Section IV). Proposer shall include letters of support or agreements.

The Proposer shall disclose the number and nature of complaints that have been filed against it in the last five (5) years. The complaints to be described include complaints made by customers, clients, obligors, and queries made by any governmental (state and/or federal) authority concerning the Proposer's business or operations. The Proposer shall provide a list of any litigation, past or pending, against the Proposer.

The Proposer shall disclose whether it has been a party to any contract or agreement for any services within the scope of this RFP which has been terminated, rescinded, or not renewed. The Proposer shall provide complete information on the contracting entities and a contact person (including names and addresses of the parties and a summary of the circumstances).

d. Financial Component

1. 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 contract.

At a minimum, the proposal shall include an independent audit for Fiscal Year 2010; however, if the FY 2010 audit has not been completed at the time the proposal is submitted, the FY 2009 audit may be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the FY 2010 audit shall not be completed by the proposal submission deadline and stating the projected date of its completion. A compiled financial statement is unacceptable.

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 MDHS. MDHS 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 2010 for the parent organization. If the FY 2010 audit is not completed, refer to the instructions above in providing the FY 2009 audit and CPA certification. **A compiled financial statement is unacceptable.** There shall also be a written guarantee by the parent organization that it shall unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

The proposer shall also divulge any bankruptcies and the particulars thereof (include a credit report, if applicable).

2. 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) adequately explaining the Proposer/Contractor'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 shall be used.

- Describe how the proposed budget supports the administrative and programmatic activities necessary to manage the program and to accomplish the proposed objectives.
- Describe how funds support programmatic and administrative activities to accomplish the proposed goals and objectives over the project period. If funds support staff, their skills and proposed activities shall directly support accomplishment of the program goals.
- Describe 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.
- Provide a summary of the key personnel, including the program personnel and any sub contracted personnel.
- Describe how allocated funds support parent/family/ community involvement in the implementation of the proposed project.

Administrative costs in connection with any of these activities are subject to a 15% limitation. Subgrantee shall include funds (estimate) for curricula in the budget and budget narrative. To assist in creating the budget narrative, a sample budget may be reviewed in the MDHS Subgrantee Manual online at www.mdhs.state.ms.us/dpi_subman.htm (Budget Narrative, Section 5, Page 24). http://www.mdhs.state.ms.us/dpi_subman.htm

d. Other Required Statements

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

1. 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 contract of the RFP. This statement is required whether the association is a formal or informal arrangement. If an association may exist, the Proposer shall also be required to submit with the proposal written

authorization from the parent, affiliate or subsidiary organization granting the right to MDHS to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting contract.

If, at any time after a proposal is submitted and a contract has been awarded, such an association arises, as described in the paragraph above, the Proposer shall 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 shall constitute grounds for termination of the contract at the option of the State.

2. Single Audit Act

Proposers shall include a statement that they agree to obtain a financial and compliance audit made in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501 - 7507) and, as applicable, revised United States Office of Management and Budget (OMB) Circular A-122 or A-133.

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

- a. A statement identifying those individuals who were involved with the preparation of the proposal.
- b. 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.
- c. A statement certifying that the Proposer's personnel have not had any contacts with any MDHS 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.
- d. Proposer shall furnish MDHS 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.

- e. CERTIFICATIONS OF COMPLIANCE AND ASSURANCES. The Proposer shall sign and date five (5) Certifications and Assurances documents attached hereto as Appendix 4.
- 4. The Proposer shall provide their taxpayer identification number and certification (W-9).
- 5. The following required statements shall be included in the proposal:
 - a. 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.
 - b. A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Proposer and each subcontractor.
 - c. A statement that no attempt has been made or shall be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.
 - d. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions.
 - e. 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.
 - f. 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.
 - g. A statement that costs quoted in the proposal shall remain in effect through the term of the contract.
 - h. A statement from all Proposers that they shall 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.

- i. 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.
- j. A statement of assurance that federal funds shall not be expended for sectarian instruction, worship, prayer or proselytization purposes.
- k. A statement that services shall 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.
- l. A statement certifying to MDHS that no federal funds or State funds have been used or shall be used to influence any government official.
- m. 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.
- n. A statement certifying that the proposal shall be valid for 60 days after the proposal opening date.
- o. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, shall be located in the State of Mississippi.

- p. A statement certifying that the Proposer and each subcontractor shall not duplicate services. The Proposer shall ensure that expenses incurred for FFRC services provided for another funding source/grant shall not be charged to this grant. Individuals receiving FFRC services under another funding source/grant shall not be included in the count for the number of participants served in this grant.
- q. 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 shall not participate in any action contrary to those requirements stated above.
- r. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, shall be located in the State of Mississippi.
- s. A statement that the proposer agrees to provide all FFRC services at the level necessary to accomplish the goals and intent of the project.

3. Appendix

The appendix shall include all supporting documentation, such as:

- a. Detailed information on the proposed curriculum(s) for the Families First Resource Center.
- b. Resumes of key personnel hired for this program. Resumes shall include: employment title, current position within the Proposer organization, experience and education, and other pertinent information.
- c. A list of volunteers and their job responsibilities as it relates to the proposed Families First Resource Center.
- d. An organizational chart for the proposed Families First Resource Center.
- e. An organizational chart of the parent organization, if applicable.
- f. A timetable for the proposed program objectives and activities, explain how each activity shall be monitored and evaluated (Time lines).
- g. Letters of support from organizations or groups who support and shall allow the program to be implemented in their facility. Support letters shall indicate the time and space allotted for the program to be implemented and maintained on a regular basis. Statements of agreement shall also be attached to the letter of support from persons within the organization who agree to donate time to the program.
- h. Letters of support from individuals involved in the implementation of this Families First Resource Center (i.e., school superintendents, principals, ministers, etc.).
- i. Taxpayer identification number and certification (W-9).

SECTION IV. SCOPE OF WORK TO BE PERFORMED

The Proposer's proposal shall meet all requirements of this RFP including the provisions of Section VII, the Contracts Terms and Provisions.

UNIFORM STANDARD OF OPERATIONS

Assurance for Voluntary Participation

Proposers shall describe what they shall do to ensure participation in program activities is voluntary (unless court ordered) and how they shall inform potential participants that their involvement is voluntary (unless court ordered). Failure to comply with this requirement shall result in a score of "0" under the evaluation criteria, "Approach."

The subgrantee shall provide all of the following services:

Abstinence-Until-Marriage Education and Youth Development - Today's culture often glamorizes violence, drug use, risky sex and dangerous behaviors. Teens need the knowledge and skills to form true relationships and build character. The goal of the abstinence and youth development component program shall be to help youth to:

Abstain from sexual activity until marriage

Perform better academically

Reach future goals

Have a healthy self-image

Have greater resistance to peer pressure and more respect for parental and societal values.

The targeted audiences for the abstinence education/Youth Development program are males and females 10-19 years of age, racial and ethnic groups (i.e., African Americans, American Indians, Asians, Vietnamese and Hispanic communities), and children with special mental and/or physical health needs.

The subgrantee shall establish a program and successfully provide a minimum of **8 hours of abstinence education and youth development education**; and, where appropriate, mentoring, counseling, and adult supervision to promote the abstinence until marriage message and address issues such as, healthy choices, respect, relationships, and goal setting.

For the purpose of this section, the term "abstinence education" means an educational or motivational program as defined by A-H in Section 510(b) (2).

- A. Has as its exclusive purpose, teaching the social, psychological, and health gains to be realized by abstaining from sexual activity;
- B. Teaches abstinence from sexual activity outside marriage as the expected standard for all school age children;
- C. . Teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems;

- D. Teaches that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity;
- E. Teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects;
- F. Teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society;
- G. Teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances;
- H. Teaches the importance of attaining self-sufficiency before engaging in sexual activity.

The subgrant shall promote the abstinence-until-marriage/youth development message within the service area by conducting regular classes, performing lectures for churches, schools and local youth organization, setting up exhibit booths at workshops, and providing brochures and flyers to the public.

Monthly Classes

Education classes shall be offered on a regular basis with priority given to referrals from the local MDHS/EA office as well as Court ordered cases.

Presentations

Presentations provided for schools, churches or youth organizations shall be designed to be educational and interactive, and tailored to fit a particular class' needs.

After-school, Club, and Summer Programs

While schools and classroom settings often offer the most consistent opportunities for youth education, there is a growing need for programs outside of a traditional class setting. In order to meet that need, the FFRC shall offers its services to established after-school and community programs, as well as organizing its own classes and events with community help.

Clubs, after-school, and summer programs can be a great place to lay the foundations of character education. Outside of a traditional class or school setting, the FFRC shall use a more mentoring and activity-based approach to promote its message.

Peer Mentoring Programs

The FFRC shall develop a peer mentoring program. Adolescents need to have positive peer support systems to avoid risk behaviors. Youth are highly influenced by a desire to please their friends, to be part of the "in crowd." It is much easier for young people to choose to avoid risk behaviors if their friends share these values.

Curriculum

The curriculum(s) used shall be approved by MDHS. The Subgrantee shall purchase an abstinence curriculum that is responsive to the eight (A-H) elements of the Section 510 abstinence education definition in Section I (listed above.) This shall allow for tailoring activities associated with the needs of the youth.

Fifty (50) percent of the class time shall be directly related to the A-H elements of abstinence education. This allows for an additional 50 percent of the class time to focus on any topic deemed appropriate by the subgrantee. This shall be referred to as “non-content” information. Essentially, this 50 percent can cover a wide variety of topics in support of positive youth development as long as the content does not contradict the A-H elements. Some common types of non-content topics include communication skills, refusal skills, resistance to peer pressure, goal-setting, building self esteem and providing basic substance abuse facts. The subgrantee shall purchase curriculum to address these issues.

Subgrantee shall ensure that all medical information presented in this program shall be medically accurate.

Subgrantee shall utilize pre and post tests to determine the needs of and measure the impact of the program on the target population.

Subgrantee may provide incentives to students in the program to recognize accomplishments and tasks well done to improve the motivation, performance and self-esteem of the youth. Staff members and volunteers are not eligible for these incentives. Subgrantee shall not provide stipends to participants. See **Funding Restrictions** in Section I.

Service Area

The program shall provide services to youth (10-19 years of age **The Subgrantee shall serve, at a minimum, an average of 25(unduplicated count) youth, 10-19 years of age, per month for a total of 300 (unduplicated count) youth, 10-19 years of age, each year in each county served.** These 300 youth shall complete at least 75% of approved abstinence/youth development curriculum(s) in order to be counted. The proposal shall include the total number of program hours each participant shall receive during the fiscal year (January 1 to September - first year or October 1 to September 30 - thereafter). The program shall also be responsible for promoting the abstinence message and healthy choices message to, **at a minimum, an average of 50 youth (total encounters count), 10-19 years of age, per month for a total of 600 youth (total encounters count) per year during the contract period.** The **600 youth count** shall include youth (previously seen individuals) receiving the curriculum (s) education, youth receiving mentoring and/or groups of youth receiving information through presentations at schools, religious organizations, special events, or workshops.

Healthy Marriage

Research shows that children reared in households headed by continuously married parents fare, on average, better than children growing up in any other family structure. Children growing up without a married mother and father are more likely to experience school failure, to suffer emotional disturbance or depression, and to abuse drugs. The better outcomes experienced by children in two-parent, married families are only partly attributed to higher incomes. Married parents also tend to spend more time with their children, be more connected to their community, and have more stable relationships. The subgrantee shall provide healthy marriage

education to men and women (ages 15 and up) who are interested in marriage and/or relationship skills, engaged couples, newlyweds, married couples in distress, couples making the transition to becoming parents, co-habiting couples and couples who are caretaker relatives and persons who are court ordered.

The program shall advocate strong, healthy, lifelong marriages; promote the importance of both mothers and fathers in the lives of their children; and work to prevent out-of-wedlock pregnancies. The program shall advocate sustaining a healthy marriage when blended families are involved. Subgrantee shall collaborate with community organizations, educational institutions, and faith-based groups to provide the appropriate skills-based relationship education and services.

Subgrantee shall provide a minimum of **8 hours of marriage and relationship skills education**s that include teaching skills such as, communication, financial management and conflict resolution for participants.

Possible types of service delivery are classes, lectures, seminars or workshops, home visits and support groups. The subgrant shall provide monthly classes and healthy-marriage workshops and seminars at each resource center located throughout the State.

Subgrantee may provide incentives to participants in the program to recognize accomplishments and tasks well done to improve the motivation and performance. Staff members and volunteers are not eligible for these incentives. Subgrantee shall not provide stipends to participants. See **Funding Restrictions** in Section I.

Target Population

This project shall target men and women (ages 16 and up), married, engaged or dating, who are interested in marriage for themselves. This includes newlyweds, second marriages, couples making the transition to becoming parents, co-habiting couples, married couples who are caretaker relatives, etc. Priority shall be given to low-income families/individuals (**household income at or below 300% of the Federal Poverty Level**). Classes shall be offered on a monthly basis with priority referrals from the local MDHS Economic Assistance and Families and Children's Services offices as well as court ordered cases. **The Subgrantee shall serve at minimum, an average of 16 participants (unduplicated count) per month for a total of 192 participants (unduplicated count) each year in each county served during the contract period.** These 192 participants shall complete 75% or more of the approved healthy marriage curriculum. The proposal shall include the total number of program hours each participant shall receive during the fiscal year (January 1 to September - first year or October 1 to September 30 - thereafter). The program shall also be responsible for presenting the importance of a healthy marriage message to, at a minimum, an average of **25 participants (total encounters count) for a total of 300 participants (total encounters)** per month during the contract period. This shall include men and women (ages 16 and up) receiving the curriculum (s) education, individuals receiving mentoring and/or groups individuals receiving information through presentations at schools, religious organizations, special events or workshops.

Curriculum

The subgrantee shall use the curriculum selected and/or approved by MDHS. Supplemental material shall be allowable based on approval by MDHS.

Intake and Assessment

MDHS shall develop an intake eligibility process for use by the subgrantee to determine the family/individual's household income eligibility. The subgrantee shall conduct marital health assessments, follow-up interviews to obtain information on the couple's relationship, in addition to parenting and other family relationships.

Parenting Education

The subgrantee shall provide monthly parenting classes and seminars/workshops, structured activities that cover various topics such as: appropriate discipline, child development, health, safety, nutrition, newborn parent education, etc. A minimum of **10 hours of parenting education** shall be provided to each parent. Services shall be provided on a monthly basis and include:

- life skills training to provide everyday skills for living, time management, planning, goal setting, money management, housekeeping, medical and health information, anger management, character building, alcohol/drug prevention, conflict resolution, and depression.
- parent support to provide self help groups, "buddy families," parents aides, crisis line, mentors, support groups for parents with children in MDHS/DFCS custody. They shall be offered on a regular basis, professionally led, open to all parents as a source of ongoing peer support and problem solving.
- assessment of families for individual needs and link them with local service agencies (e.g., local DHS, Win Center, adult basic education, counseling services, etc.)

The FFRC shall educate parents on how to help their children make positive choices. Research studies have found that teens want their parents' guidance: parents have the greatest influence on their decision-making. Parents can help protect their kids from engaging in risk behaviors by:

- Connecting with them emotionally with time and love
- Sharing and modeling their values
- Setting and enforcing rules and limits
- Monitoring their activities, discussing the risks of tobacco, alcohol, drugs and premarital sex.

Subgrantee may provide incentives to participants in the program to recognize accomplishments and tasks well done to improve the motivation and performance. Staff members and volunteers are not eligible for these incentives. Subgrantee shall not provide stipends to participants. See **Funding Restrictions** in Section I.

Curriculum

The subgrantee shall use the curriculum selected and approved by MDHS. Supplemental material shall be allowable based on approval by MDHS.

Target Population

Services shall be provided to families, with dependent children, who are at or below 300% Federal Poverty Level. Priority referrals from the local MDHS Economic Assistance and Families and Children Services offices as well as Court ordered cases. The priority populations are designed to ensure that proposals target at-risk low-income populations. **The subgrantee shall serve at minimum, an average of 16 participants (unduplicated count) per month for a total of 192 participants (unduplicated count) each year in each county served during the contract period.** These 192 participants shall complete 75% or more of the approved healthy marriage curriculum. The proposal shall include the total number of program hours each participant shall receive during the fiscal year (January 1 to September - first year or October 1 to September 30 - thereafter). The program shall also be responsible for presenting the importance of parents in the lives of their children message to, at a minimum, an average of **25 participants (total encounters count) for a total of 300 participants** per county served, per month during the contract period. This shall include individuals receiving the curriculum(s) education, individuals receiving mentoring and/or groups of individuals receiving information through presentations at schools, religious organizations, special events or workshops.

Intake and Assessment

MDHS shall develop an intake eligibility process for use by the subgrantee to determine the family/individual's household income eligibility. The subgrantee shall conduct assessments, follow-up interviews to obtain information on parenting and other family relationships.

Responsible Fatherhood

The purpose of the training is to educate, encourage and assist fathers in becoming knowledgeable of and assuming responsibility for the nurturing, growth and development needs of their children.

The program goals are to increase the general public's awareness concerning the impact of a father's absence; to assist fathers in becoming "Team Parents" and to share the legal, financial and emotional responsibilities of parenthood with the mother(s) of their child(ren); to improve the self-image of fathers and their families; to increase fathers' parental involvement in their child's/children's education; to improve academic performance and graduation rate and reduce the dropout rate of their children; to decrease the teenage pregnancy rate; to decrease juvenile crime; to promote two-parent families and the father's role in the family; and to recruit fathers and expectant fathers to volunteer as mentors to other fathers.

The subgrantee shall conduct monthly classes and seminars for fathers and expectant fathers. Each workshop shall provide sessions that provide information designed to influence the development of responsible fatherhood behaviors. A minimum of **10 hours of education** shall be provided to each participant. Topics shall include, but not be limited to, the following:

Anger management

Domestic violence
Child abuse/neglect
Becoming an active participant in the life of your child/children
Knowing your child/children
Respect for your child's/children's mother(s)
Protecting and providing
Active listening
Appropriate Discipline
Consequences of unplanned fatherhood
Recruitment activities shall be ongoing by the subgrantee to solicit volunteers willing to become mentors for other fathers.

Subgrantee may provide incentives to participants in the program to recognize accomplishments and tasks well done to improve the motivation and performance. Staff members and volunteers are not eligible for these incentives. Subgrantee shall not provide stipends to participants. See **Funding Restrictions** in Section I.

Curriculum

The subgrantee shall use the curriculum selected and approved by MDHS. Supplemental material shall be allowable based on approval by MDHS.

Target Population

Fathers and expectant fathers ages 15 and older (younger ages shall be approved by MDHS). Services shall be provided to families with an income level at or below 300% Federal Poverty Level. **The subgrantee shall serve, at minimum, an average of 9 participants (unduplicated count) per month for a total of 108 participants (unduplicated count) each year in each county served during the contract period.** These 108 participants shall complete 75% or more of the approved fatherhood curriculum. The proposal shall include the total number of program hours each participant shall receive during the fiscal year (January 1 to September - first year or October 1 to September 30 - thereafter). The program shall also be responsible for presenting the responsible fatherhood message to, **at minimum, an average of 18 participants (total encounters count) per month for a total of 216 participants (total encounters count) each year during the contract period.** This shall include individuals receiving the curriculum(s) education, individuals receiving mentoring and/or groups of individuals receiving information through presentations at schools, religious organizations, special events or workshops.

Intake and Assessment

MDHS shall develop an intake eligibility process for use by the subgrantee to determine the family/individual's household income eligibility. The subgrantee shall conduct assessments, follow-up interviews to obtain information on parenting and other family relationships.

B. MANAGEMENT PLAN

The subgrantee shall serve as the programmatic and fiscal administrator for the program. The subgrantee shall hire the necessary staff to adequately conduct the program services. The subgrantee shall recruit and provide training to individuals and/or organizations who work with program participants on a regular basis.

The subgrantee shall submit all performance indicator data, program and financial reports in a timely manner, in recommended format (to be provided), and submit the final report on disk or electronically using a standard word-processing program.

Proper record-keeping is essential by all subgrantees to ensure that the FFRC staff is able to accomplish assigned tasks and provide adequate documentation to support the success of the project.

C. SERVICE DELIVERY

The ensuing Subgrant is anticipated to begin on or around January 1, 2012. Subgrantee shall have programs developed and fully operational after signing of contract. Central office location shall be operational, year round, a minimum of five (5) days per week - eight (8) hours per day, excluding State, Federal or Agency holidays (approved by MDHS). The hours of operation shall be flexible; however, in order to allow access to services for all families, taking into account the possible work and school schedules and the available times at which participants can meet. Abstinence/Youth Development, Fatherhood, Healthy Marriage and Parenting classes and seminars/workshops shall be available on a regular basis and accessible by program participants at such times as they can participate. This would include the availability of service contact during non-traditional hours (after 5:00 p.m. and weekends).

Programs implemented in the additional counties shall provide Abstinence/Youth Development, Fatherhood, Healthy Marriage and Parenting classes and seminars/workshops, year round, on a monthly basis and accessible by program clients at such times as they can participate. This would include the availability of service contact during non-traditional hours (after 5:00 p.m. and weekends). The subgrantee shall establish agreements with churches, schools, community groups, youth organizations for the use of their facilities to conduct classes. The agreement must be included in this proposal.

Services shall be provided in a safe and sanitary facility that is conducive to learning and social development. Services shall not be provided in a person's home, apartment or other private dwelling. Services may be provided in apartment complex clubhouses or community centers. Services shall comply with all applicable Federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified during the grant period.

Subgrantees shall provide abstinence/youth development, healthy marriage, fatherhood and parenting classes a minimum of once a month in each county. Changes in the FFRC schedule shall be submitted to the FFRC Coordinator 24 hours prior to the change. Subgrantees who fail to conduct classes or provide services three (3) or more times in a

calendar month in their designated county, shall be considered to be in noncompliance with the FFRC subgrant. Failure to provide services and comply with the subgrant shall cause the subgrant to be terminated.

D. COLLABORATIONS

Subgrantee shall collaborate with MDHS and other public and private agencies to ensure that the Program is successfully implemented and available. Proposer shall include letters of support or agreements.

Abstinence/Youth Development, Healthy Marriage, Parenting and Responsible Fatherhood programs are best carried out by organizations that have credible, demonstrated history in working with the targeted population. Collaborative efforts shall include partners that have unique experience and demonstrated success serving the target population. The subgrantee shall develop a coalition (a minimum of 5 members) and consult with local leadership teams to: establish effective partnerships and collaborative relationships with other agencies and individuals; network the community; leverage local resources; and develop services to increase the success rate and overall health of marriages and families.

1. Leverage Community Resources. Communities have many assets that are underleveraged, thus missing the opportunity to generate synergistic impact on behalf of individuals and communities in need. The collaborative projects shall encourage the utilization of volunteers, facilities, private sector funding, and other community resources.
2. The subgrantee shall engage organizations to address multiple audiences including youth, unmarried individuals, and married couples. Members of the coalition may include, but are not limited to, one member from each of the following areas:
 - Domestic Violence Group
 - Community and/or Civic Leader
 - City and/or County Official
 - Faith-based Organization
 - Head Start Programs
 - Family/Marriage Counselor
 - The Military
 - School Districts
 - Health Care Professional
 - Attorney who is licensed to practice law in Mississippi
 - University Cooperative Extension Services

All collaborative partners shall be listed clearly in the RFP with letters of support included in an appendix.

E. OUTREACH ACTIVITIES AND EVENTS

The following are a list of services that shall also be addressed in the proposal. These are requirements of the RFP.

The Center shall:

- Provide speakers for abstinence/youth development, fatherhood, healthy marriage and parenting presentations in TANF Work Program Job Readiness class (local DHS office), schools, churches, youth groups, and other organizations based on referrals received from MDHS/EA.
- Set up display booths at conferences, health fairs and workshops based on referrals received from MDHS/EA.
- Provide ongoing collaboration with the Mississippi Conference on Child Welfare.
- Maintain a referral/informational list of local marriage education and parenting programs and resources to assist families and individuals not eligible for the FFRC.
- Maintain referral/informational services provided to families to include families with children with disabilities. Provide a resource directory that list agencies/organizations and available services for the county or counties in your region.
- Maintain Community Service Access - referral/information services, “How to” guidance use of management and “navigation” of process to access them. Provide a resource library available for parents to use and check out materials as needed.
- Assist MDHS State and County Office with the following events: Healthy Marriage Week (February), Child Abuse Prevention Month (April), Teen Pregnancy Prevention Month (May), Foster Care Appreciation Month (May), Responsible Fatherhood (June), “The Day Bullying Prevention is Heard Around the World” (October), Adoption Awareness Month (November), Back to School Events, Christmas Events and Thanksgiving Events. **NOTE: Resources shall be provided by the appropriate MDHS division.**
- Collaborate with state and local MDHS/EA personnel. Provide a staff person that shall meet with MDHS/EA Regional/County personnel once per month.
- Increase public awareness, by providing outreach to businesses, churches and faith-based community groups, education, service providers and the media. Public awareness includes:
 - Developing and distributing free of charge: posters, handbooks, magazines, or other related materials that include information about the importance of communication, shared parental responsibility for children, financial support responsibilities, alimony, domestic violence, child abuse and neglect, court process for divorce, community resources for parents who are divorced or separated, community resources for children of parents who are divorced or separated and marriage courses available in each county.
 - Developing and maintaining a website that provides current research-based information to individuals and couples and organizations.
 - Using newspaper, radio, and television coverage to inform the public about the program.

F. EVALUATION TOOL

All subgrantees shall agree to work cooperatively with, MDHS and with contractors (independent evaluator) hired by MDHS, to conduct evaluations. MDHS and its contractors shall have access to participants and staff for interviews, surveys, and on-site observations.

Subgrantee shall utilize pre and post tests to determine the needs of and measure the impact of the program on the target population. Subgrantee shall document the progress/evaluation of their program on a monthly basis, utilizing the following evaluation forms:

1. Monthly Calendars
2. Unduplicated Count of Clients Served (by age group, race and ethnicity)
3. Total Encounters by Clients Served (by age group, race and ethnicity)
4. Participant Sign-in Sheets
5. Contact Forms
6. Intake Forms
7. Pre/Post Tests

MDHS shall establish a means of tracking the success of the project using statistical data and providing follow-up services for the targeted youth and families. The information gathered shall utilize to measure program outcomes. The subgrantee shall compile and submit comprehensive quarterly reports to MDHS, Division of Economic Assistance, 750 North State Street, P. O. Box 352, Jackson, MS 39205. Quarterly reports are due on or before 15th of the month following the last report month. Reports shall include, but not be limited to, the following items:

1. In addition to the four program components (abstinence/youth development, healthy marriage, fatherhood, and parenting), the number of activities/events developed and implemented;
2. Number of individuals/families participating in each program component and activity;
3. Number of individuals/families starting the program;
4. Number of individuals/families that complete at least 75 percent of each program;
5. Number of schools, churches and local entities (source of referrals) with which partnerships are established (coalition meetings);
6. All other data (i.e., pre/post tests) deemed significant for program evaluation.
 - Program participants indicate an intention to abstain for sexual activity until marriage.
 - Program participants indicate an understanding of the benefits of abstinence and the risks of sexual activity.

All data furnished in the quarterly report shall be documented and be available for review by MDHS staff.

V. MDHS' RESPONSIBILITIES

A. Forms and Policies

MDHS shall furnish the subgrantee with a prototype of all required or recommended MDHS forms to be used in the administration and operation of the program from which the subgrantee shall reproduce sufficient forms for their use.

MDHS shall provide the subgrantee with program updates and changes.

MDHS shall conduct a program review within the first quarter of service to ensure that all program goals are being met.

B. Other Duties

MDHS shall –

- i. Provide program oversight and monitoring to ensure federal and state requirements are met by the subgrantee.
- ii. Provide information on MDHS' requirements relevant to the contract.
- iii. Remit payment to the subgrantee in accordance with the terms and conditions of the contract.
- iv. Develop, maintain and revise programmatic monitoring tools.
- v. As appropriate, keep Federal and State officials informed, via reports, of the subgrantee's work under the subgrant.
- vi. Intervene in any subgrantee's operations for cause as determined by MDHS.
- vii. Serve as a limited resource provider of brochures, flyers, handouts, etc., for the subgrantee.

VI. EVALUATION AND AWARD CRITERIA

A. Overview of Evaluation Methodology

1. During the evaluation process, all information concerning the proposals submitted, including identity and number of Proposers, shall remain private and shall not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, MDHS may request a Proposer to provide explicit written clarification of any part of the Proposer's proposal.
2. At its discretion, MDHS may perform an appropriate cost and pricing analysis of a Proposer's proposal.
3. If a subgrant is awarded, the award shall be made to the financially responsible and technically responsive Proposer whose proposal conforms to the conditions and requirements of this RFP, and which is most advantageous to MDHS with price and other factors considered. MDHS shall notify the successful Proposer in writing of the award of the subgrant. MDHS shall notify the unsuccessful Proposers in writing that their proposals have not been accepted.
4. The evaluation shall be conducted in four phases:
 - a. Phase I - Selection of Responsive Proposals
 - b. Phase II - Evaluation of Management and Technical Proposals

- c. Phase III - Evaluation of Budget and Budget Narrative
- d. Phase IV- Selection of the Successful Proposer(s) and Notification

B. Evaluation Committee

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

C. Evaluation Phases

1. Phase I- Selection of Responsive Proposals

A responsive proposal shall comply with the instructions listed in this RFP and follow the proposal format defined in Section III. This phase shall entail the review and confirmation of the mandatory technical, format, and content requirements contained in Section III (Proposal Format) and Section IV (Scope of Work to be Performed). This includes a review of the Transmittal Letter, Proposer's experience, and the minimum requirements specified in the aforesaid Sections of the RFP. MDHS reserves the right to reject any and all proposals.

2. Phase II - Evaluation of Management and Technical Proposals

- a. Only those proposals found to be responsive under Phase I shall be considered in Phase II. During the course of the Phase II evaluation, MDHS may request oral presentations by Proposers and an interview with the proposed key/lead personnel. Reference checks may also be made. However, MDHS 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. MDHS shall evaluate the Proposer's response to each of the specific proposal submission requirements which are identified in Section III. The requirements of Section B, Transmittal Letter, shall be evaluated on a pass or fail basis. Proposers shall "pass" each of the requirements identified under the Transmittal Letter subsection.
- c. Points have been assigned to five (5) component areas identified in Section III. The following three (3) component areas shall be evaluated in Phase II:

Phase II

i.	Statement of Understanding	10 Points
ii.	Services Approach and Proposed Work Plan	30 Points
iii.	Proposer or Subgrantee and Key Staff Experiences/Qualifications	20 Points

The remaining two (2) component areas (Financial Stability Proposer/Subgrantee and Budget and Budget Narrative) shall be evaluated in phase III.

- d. Members of the evaluation team shall individually review the components of each proposal submitted. The members of the Evaluation Committee shall assign scores to proposals according to the criteria listed below:

To arrive at a final score for Phase II, the Evaluation Committee members shall total the component scores for each proposal. Then, each member's score awarded to the proposal shall be totaled. This sum shall be divided by the number of members on the Evaluation Committee.

- e. Proposals with a score of forty (40) or above shall be considered in Phase III.

3. Phase III - Evaluation of Financial Stability and Budget

- a. Only the proposals found to be responsive under Phases I and II shall be considered in Phase III.
- b. The Evaluation Committee shall examine each budget and budget narrative to determine if it is complete, in compliance with the requirements of this RFP, accurate in its calculation, and consistent with its technical counterpart. Any budget that does not meet these criteria may be considered to be an unresponsive and may be rejected.
- c. The budget shall be an important criterion for selecting Proposers deemed qualified to provide all the requested services but shall not be the sole determining factor.
- d. The total points available during this phase of evaluation are forty (40). The following two (2) component areas shall be evaluated in Phase III:

Phase III

iv.	Financial Stability Proposer/Subgrantee	20 Points
v.	Budget and Budget Narrative	20 Points

AT MDHS' DISCRETION, THE EVALUATION MAY ALSO INCLUDE COMMUNICATION WITH ANY AND ALL PRIOR AND CURRENT

CLIENTS AND/OR PROGRAMS/PROJECTS OF THE PROPOSER/SUBGRANTEE AND VERIFICATION OF THE SUBGRANTEE'S QUALIFICATION TO PERFORM THE SERVICES DESCRIBED IN ITS PROPOSALS. IF MDHS 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, MDHS RESERVES THE RIGHT TO ADJUST SCORES APPROPRIATELY AND/OR TO DISQUALIFY THAT PROPOSAL.

4. Phase IV - Selection of the Successful Proposer and Notification

- a. Only the proposals found to be responsive under Phases I, II, and III shall be considered in Phase IV.
- b. The Evaluation Committee shall review the scoring from the Management and Technical Proposal scores and the ranking of the Budget (Phases II and III) in making its recommendations of the successful Proposer. A Proposer's total score shall be the sum of the scores received for the Management and Technical and the Budget of the Proposal.
- c. MDHS may submit a list of detailed comments, questions, and concerns to one or more Proposers for response. MDHS may require said response to be written, oral, or both. MDHS shall 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, MDHS shall select and notify the successful Proposer.

First consideration shall be given to the Proposer(s) with the highest total points. In the event subgrant negotiations are unsuccessful, the Proposer(s) with the next highest number of points may be selected for consideration. MDHS may also cancel this RFP or reject proposals at any time prior to award of a subgrant. MDHS is not required to furnish a statement of the reason(s) why a proposal was not accepted.

- d. The final award decision shall be made by the Executive Director of MDHS. The Executive Director may accept or reject the recommendation of the Evaluation Committee.

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

VII: SUBGRANT TERMS AND PROVISIONS

The **Mississippi Department of Human Services, DIVISION OF ECONOMIC ASSISTANCE**, hereinafter referred to as "MDHS," and _____ hereinafter referred to as "SUBGRANTEE," by the signatures affixed herein, do hereby make and enter into this Agreement.

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

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

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

WHEREAS, MDHS wishes to purchase such services from Subgrantee;

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

GENERAL TERMS AND PROVISIONS

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 MDHS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference herein.

**SECTION III
TERM OF AGREEMENT**

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning _____ or after all parties have signed, which ever is later, and end _____. After the first contract period ends, this contract will be subject to a renewal at the sole discretion of MDHS for up to _____ years. These _____ year options shall end on _____.

**SECTION IV
SUBGRANT AMOUNT AND PAYMENT**

A. SUBGRANT AMOUNT

The total amount of this Subgrant to be provided by MDHS is \$_____.

B. 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, MDHS must receive required monthly program and fiscal reports as outlined in Section XX 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 XXIV of this Agreement.

C. MAXIMUM LIABILITY

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations, or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of funds shall be limited to an amount not to exceed the sum of _____ in consideration of all of the activities and services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIV of the Agreement.

**SECTION V
TERMINATION OR SUSPENSION**

A. TERMINATION OR SUSPENSION

If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an

assurance, in the State plan or application, a notice of award, or elsewhere, MDHS may, upon giving written notice to Subgrantee, take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by MDHS;
2. Disallow (that is, deny both use of funds and, if applicable, matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee's program;
4. Withhold further awards for the Subgrantee's program; or
5. Take other remedies that may be legally available.

B. TERMINATION FOR CAUSE

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

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

C. TERMINATION FOR CONVENIENCE

This Agreement may be terminated for convenience, in whole or in part, as follows:

1. By MDHS with the consent of the Subgrantee, in which case the two parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
2. By the Subgrantee upon written notification to MDHS, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDHS determines that the remaining portion of this subgrant shall not accomplish the purposes for which the subgrant was made, MDHS may, without the Subgrantee's consent, terminate this subgrant in its entirety.

D. 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.

E. RIGHTS AND REMEDIES UPON TERMINATION OR SUSPENSION

In the event of termination or suspension as provided in this Section, Subgrantee shall be entitled to receive just and equitable compensation for unreimbursed obligations or expenses that are reasonably and necessarily incurred in the satisfactory performance, as determined by MDHS, of this Agreement, that were incurred before the effective date of suspension or termination, and that are not in anticipation of termination or suspension. Costs of the Subgrantee resulting from obligations incurred by the Subgrantee during a suspension or after termination of this subgrant are not allowable under this Agreement. In no case, however, shall said compensation or payment exceed the total amount of this subgrant. Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Agreement by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDHS from Subgrantee are determined.

In case of termination or suspension as provided hereunder, all property, finished or unfinished documents, data, studies, surveys, drawings, photographs, manuals and reports or other materials prepared by or for the Subgrantee under this Agreement shall, at the option of MDHS, become the property of MDHS and shall be disposed of according to MDHS' directives.

The rights and remedies of MDHS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

SECTION VI COMPLAINT RESOLUTION

Subgrantee assures that persons requesting or receiving services under this Agreement shall have the right to a complaint resolution procedure regarding any decision relating to this Agreement. Said procedures may be under the Fair Hearing Procedure of the Mississippi Department of Human Services, or under a conciliation process, or that required by the MDHS as authorized by the Mississippi Administrative Procedures Law, Mississippi Code Annotated 1972, as amended, Section 25-43-1 et. seq., or under the complaint procedure of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, whichever is appropriate to the complaint as directed by MDHS.

SECTION VII COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Subgrantee shall comply with all applicable policies and procedures of MDHS and with all applicable laws, rules and regulations of the federal government and of the State of Mississippi that may affect the performance of services under this Agreement. The Subgrantee shall comply

with, among other regulations, the Act; the MDHS Subgrantee/Contract Manual and the applicable Code of Federal Regulations.

Subgrantee shall provide services 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. Subgrantee shall not, 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.

If the Subgrantee advertises or prints brochures, flyers or an other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Subgrant, it shall acknowledge that said funding for said Subgrant and for said advertising was provided by MDHS.

SECTION VIII 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 B), Board Member's Notification of Liability (Exhibit C) and Subgrantee/Contract Manual Acceptance (Exhibit D); all of the foregoing being attached hereto and incorporated by reference herein.

Fiscal Requirements and Audit. Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDHS, as required, necessary and proper vouchers, documentation and otherwise to support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-21, Cost Principles for Educational Institutions.

SECTION IX INCLUSION OF ALL TERMS AND CONDITIONS

This Agreement and any and all documents attached hereto or incorporated by reference herein 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 X AGREEMENTS BY SUBGRANTEE

A. GENERAL RESPONSIBILITY

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship with MDHS to provide the same or similar services are not eligible to enter into a Contract/Subcontract with the Subgrantee. Such subcontracts shall be governed by all of the provisions of this Agreement, and Subgrantee shall be fully responsible for the performance of any Subgrantee's Contractor/Subcontractor whatsoever and for any costs disallowed as a result of monitoring of the Subgrantee by MDHS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDHS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDHS, Division of Economic Assistance, Administrative Unit.

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.

D. LIABILITY OF SUBCONTRACTORS

Subgrantee agrees that in any Contract/Subcontract for the provision of services covered by this Agreement, it shall require that its Contractor/Subcontractor, its officers, representatives, agents and employees shall release and hold harmless MDHS and the State of Mississippi from and against 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, agents or employees in the performance of such services.

SECTION XI ELIGIBILITY FOR SERVICES

Only eligible participants as defined by Exhibit A The Scope of Work to be Performed shall receive the services provided by the FFRC Program.

SECTION XII CONFIDENTIALITY

All information regarding applicants for and recipients of services under this Agreement shall be available only to MDHS, Subgrantee, and/or to the appropriate subcontractor and to those persons authorized in writing to receive same by the client, or as otherwise authorized by law. The Subgrantee shall guard against unauthorized disclosures. Nothing in this Section, however, shall affect provisions of Section XIX of this Agreement.

SECTION XIII 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 MDHS' Subgrantee/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 MDHS Subgrantee/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

MDHS retains the right to perform a supplemental audit and review, when MDHS deems the same to be appropriate, of any and all of the Subgrantee's and/or its Contractor/Subcontractor's books, records and accounts, and to initiate such audit and to follow any audit trail for a period of three (3) years from expiration date of this Agreement and for such additional time as required to complete any such audit and/or to resolve any questioned costs.

E. AUDIT EXCEPTIONS

Subgrantee shall pay to MDHS the full amount of any liability to the federal, state or local government resulting from final adverse audit exceptions under this Agreement and/or under any Contract/Subcontract funded hereunder. Audit exceptions may result in accepting a reduction of future amounts by a total equal to the amount disallowed or

deferred, and/or by other methods approved by MDHS, including recoupment of funds paid to Subgrantee under this Agreement.

- F. Any proposer with unresolved audit findings shall not be considered for funding.

SECTION XIV RELATIONSHIP OF THE PARTIES

- A. It is expressly understood and agreed that MDHS enters into this Subgrant with Subgrantee on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Subgrantee.
- B. Subgrantee represents that it has, or shall secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C. Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee shall 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 Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Subgrant sum.
- E. Subgrantee shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

SECTION XV INDEMNIFICATION

MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Subgrantee and/or its employees, servants, agents, and/or subcontractors. Subgrantee agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and 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 MDHS and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and

nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

SECTION XVI INSURANCE

Subgrantee agrees that it 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 MDHS 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 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDHS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and/or the receipt of federal and state funds. In the event that the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or are insufficient, either through the failure of the federal government to provide funds, or of the State of Mississippi to appropriate funds, or through the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDHS for the performance of this Agreement, MDHS shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to MDHS of any kind whatsoever. The ultimate decision as to whether or not funds continue to be available for the performance of this Agreement lies solely with MDHS.

SECTION XVIII RECORDS

A. MAINTENANCE OF RECORDS

Subgrantee shall maintain fiscal and program records, books, documents, and adhere to Generally Accepted Accounting Principles, which sufficiently and properly reflect all direct and indirect costs and cost of any nature expended in the performance of this agreement. Such records shall be subject, at all reasonable times, to inspection, review, audit or the like, by MDHS or by duly authorized federal and state personnel.

B. ACCESS TO RECORDS

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

C. RECORDS OF SUBGRANTEE

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

**SECTION XIX
AVAILABILITY OF INFORMATION**

Subgrantee agrees to 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 XX
REPORTING**

A. MONTHLY REPORTING

Subgrantee shall furnish MDHS written monthly reports of costs incurred and such reports shall contain sufficient data to provide evidence of budget compliance and shall be due ten (10) calendar days after the close of each month. Such reports shall be complete for the period covered and shall contain financial details pertaining to the execution of their subgrant.

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

B. TERMINATION REPORTS

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

C. FINAL FISCAL REPORT

The Subgrantee agrees to provide a final fiscal report to MDHS within forty-five (45) calendar days after the ending of this Agreement and this, along with the Subgrantee's final fiscal and programmatic report shall be used for the purpose of reconciling this Agreement to the actual expenditures for activities and services rendered not to exceed the maximum amount as set forth in Section IV-A of this Agreement. Any funds paid by MDHS to Subgrantee and not expended for activities or services under this Agreement or funds expended in violation of this Agreement, shall be considered MDHS funds and shall be returned to MDHS in full. Where deemed appropriate by MDHS and accepted

by the Subgrantee, a reduction may be allowed in future payments under future agreements by a total amount equal to the amount disallowed or deferred, or by other methods approved by MDHS. Proper procedures for closeout of the Subgrant, as detailed in the MDHS Subgrantee/Contract Manual, Section 12, shall be followed.

D. TAX REPORTS

Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDHS a copy of all reports within ten (10) days after filing.

SECTION XXI DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Parties hereto shall be decided by the Director of the Division of Economic Assistance (EA). This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the Subgrantee shall proceed in accordance with the decision of the Director of Economic Assistance.

In a review before the Executive Director or designee, the subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director or designee shall be final and conclusive unless that decision is determined by a court of competent jurisdiction in 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 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

This Agreement is awarded primarily for educational purposes and job preparation and placement activities and not for the purposes of experimental, developmental or research projects. 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

MDHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

1. The copyright in any work developed under this Agreement, or under any subgrant with any Subgrantee or its Contractors/Subcontractors' agreements; and
2. Any rights of copyright to which Subgrantee or its Contractors/Subcontractors purchase ownership with grant support under this Agreement.

C. RIGHTS AND DATA

All systems, computer programs, operating instructions, and all other documentation developed for or specifically relating to information processing of any kind under this Agreement, and reports prepared by Subgrantee or its Contractors/Subcontractors shall be the property of MDHS and shall remain so upon completion or termination of this Agreement. All cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available for inspection by MDHS at any time, and all information thereon shall belong to MDHS, and shall be delivered to MDHS on MDHS' request therefore.

Subgrantee shall maintain all master programs and master data files in a completely secure manner, either by storing such programs and files in an appropriate limited access storage area or by duplicating such programs and files and storing the duplicates in a secure location in a manner satisfactory to MDHS. Such programs and files shall be identified by program and file name.

**SECTION 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

SUBGRANTEE'S CONTRACTORS/SUBCONTRACTORS/EMPLOYEES

INDEPENDENT

Any person assigned by the Subgrantee to perform the services hereunder shall be the employee of the Subgrantee. MDHS may, however, direct the Subgrantee to replace any of its employees under this Agreement. The Subgrantee shall replace the employee within five (5) days after receipt of notice from MDHS.

SECTION XXVII 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 XXVIII EQUIPMENT AND SUPPLIES

Equipment and supplies purchased with state funds under this Agreement shall be purchased and accounted for in accordance with state law and procedures and in accordance with MDHS' Inventory Management Policy within the MDHS Subgrantee/Contract Manual.

SECTION XXIX 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 to program participants in the Subgrantee's service area.

SECTION XXX ASSIGNMENT

Subgrantee shall not assign or otherwise transfer the obligations or duties imposed pursuant to the terms of this Agreement without the prior written consent of MDHS. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.

SECTION XXXI CONFLICT OF INTEREST

Subgrantee must ensure that there exists no direct or indirect conflict of interest in the performance of the Subgrant. Subgrantee must warrant that no part of federal or state money shall be paid directly or indirectly to an employee or official of MDHS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Subgrantee in connection with any work contemplated or pertaining to the Subgrant. MDHS shall hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the MDHS Subgrantee/Contract Manual.

**SECTION XXXII
APPLICABLE LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be obligated to pay attorneys' fees or the cost of legal action to the Subgrantee.

**SECTION XXXIV
E-VERIFY CLAUSE**

Subgrantee represents and warrants that it shall ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and shall 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. Subgrantee agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subgrantee 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. Subgrantee understands and agrees that any breach of these warranties may subject Subgrantee to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Subgrantee by an agency, department or governmental entity for the right to do business in Mississippi for up to (1) year, or © both. In the event of such termination/cancellation, Subgrantee would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit." Any contracts entered into between Subgrantee and its Subcontractors shall contain an E-Verify Clause which said Subcontractors shall comply.

SECTION XXXV

NOTICE

Notice as required by the terms of this Agreement shall be by certified United States mail return receipt requested, postage prepaid, to the Parties addressed to their respective usual business address; or notice may be hand delivered to the respective Party whose signature appears on this Agreement as MDHS or Subgrantee. The Parties agree to notify each other of any change of address within five (5) days of such change.

The Parties hereto agree to be bound herewith as of the day and year first above written.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

ATTEST: _____ BY:

TITLE:

Date

ATTEST: _____ BY:

TITLE:

Date

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES**

REQUEST FOR PROPOSALS

Mississippi Families First Resource Center

EXHIBIT A

Exhibit A includes:

Cover Sheet

The Proposer shall place this sheet on top of his/her proposal prior to submission to the Mississippi Department of Human Services. This page does not count towards the page limitation.

**Mississippi Department of Human Services
Mississippi Families First Resource Center
Proposal Cover Sheet**

For MDHS Office Use: Proposal Number: _____

Date Submitted: _____ Organization's Tax ID: _____

Name of Specific Families First Resource Center: _____

Organization Name: _____

Mailing Address: _____

Authorized Representative Name and Title: _____

Mailing Address: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Contact Person for this Proposal (Name and Title): _____

Mailing Address: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Amount of Funding Requested: \$ _____

Program Central Location information:

Physical Address: _____

Mailing Address: _____

Phone: (____) _____ Fax: (____) _____

County Name: _____ Service Area: _____

List your first and alternate choice(s) for the three additional counties you plan to serve. Include a description of the proposed service area (e.g., city name(s), southern region, central region, northern region, etc.).

FIRST CHOICE

CHECK ONE

List Counties

_____	_____	____(Area:_____)
_____	_____	____(Area:_____)
_____	_____	____(Area:_____)

ALTERNATE CHOICE

CHECK ONE

List Counties

_____	_____	____(Area:_____)
_____	_____	____(Area:_____)
_____	_____	____(Area:_____)

Authorized Representative (Please use Blue Ink. No stamped signature.)

Date

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES**

REQUEST FOR PROPOSALS

Mississippi Families First Resource Center

EXHIBIT B

Exhibit B includes:

- **Board Member's Notification of Liability**
- **Standard Assurances and Required Certifications**

**Mississippi Department of Human Services
Board Member's Notification of Liability**

Liability

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

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

Signature of Entity's Director _____

Name: _____

Organization: _____

Date: _____

Witness Signature: _____

Date: _____

APPENDIX 4

OVERVIEW

Each Subgrantee and any lower-tier subrecipient shall assure that it shall comply with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDHS. The MDHS Subgrantee shall also ensure that any lower-tier subgrants it issues through funds received from MDHS shall require the lower-tier subrecipient to comply with these same regulations. 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.

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

- Lobbying
- Suspension and Debarment
- Drug-Free Workplace
- Unresolved Monitoring and Audit Findings
- 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 of their authorized representatives, access to and the right to examine all records, books, papers, documents, or items related to the subgrant.
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 shall 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 shall maintain 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 reporting worksheet, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, shall 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.
4. shall comply with the Single Audit Act Amendments of 1996.

5. shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain.
6. shall comply with all applicable 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 in the sale, rental, or financing of housing;

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

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

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

the 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; and,

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and any other non-discrimination provisions in the specific statute(s) under which these monies shall be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

7. 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.
8. shall comply with Part C of Public Law 103-227, the Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18,

if the services are funded by Federal programs whether directly or through State or local governments.

9. 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.
10. shall comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
11. shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements.
12. 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 shall incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts.
13. shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
14. shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration.
15. shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
16. shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. 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.
18. shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; © 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.

19. shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system.
20. shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant.
21. 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.
22. shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.
23. shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.
24. shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352).
25. shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension.
26. shall provide certification to comply with the Drug-Free Workplace Act of 1988.
27. 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.

REQUIRED CERTIFICATIONS

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies that:

- A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

II. SUSPENSION AND DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549 and 12689, Suspension and Debarment--

- a. The Subgrantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
 - (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - © Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- b. Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

REQUIRED CERTIFICATIONS (Continued)

III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988--

- (A) As a condition of the subgrant, I certify that I shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the subgrant; and
- (B) If convicted of a criminal drug offence resulting from a violation occurring during the conduct of any subgrant activity, I shall report the conviction, in writing, within 10 calendar days of the conviction to MDHS.

OR

III. DRUG-FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 --

- A. The Subgrantee certifies that it shall or shall continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee shall --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying MDHS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees shall provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;

III. DRUG FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS) - Continued

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), ©, (d), (e), and (f).

B. The Subgrantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant. Check ____ if there are workplaces on file that are not identified here:

Place of Performance (Street address, city, county, state, zip code)

**IV. UNRESOLVED MONITORING FINDINGS;
UNRESOLVED AUDIT FINDINGS;
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

REQUIRED CERTIFICATIONS (Continued)**V. CERTIFICATION OF ADEQUATE FIDELITY BONDING**

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

As the authorized representative of the subgrantee, I hereby certify that the subgrantee shall comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES
REQUEST FOR PROPOSALS
Mississippi Families First Resource Center**

EXHIBIT C

Exhibit C includes:

- Budget Information

**Mississippi Department of Human Services
COST SUMMARY SUPPORT SHEET**

General

The Cost Summary Support Sheet is used to describe the basis for various activities on the budget Summary

Instructions

1. Applicant Agency: Enter the name of the subgrantee.
2. Subgrant Number: To be assigned by MDHS Division of Budgets and Accounting.
3. Grant ID: To be completed by MDHS program 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.
7. For MDHS use only.
8. Line Item: Enter each line item exactly as it appears in the subgrant. If the Cost Summary is part of an application for funds, enter the proposed line items. The more common line items include:

a. Salaries	f. Capital Outlay - Equipment
b. Fringe Benefits	g. Capital Outlay - Other
c. Travel	h. Subsidies, Loans & Grants
d. Contractual Services	i. Indirect Cost
e. Commodities	
9. Description of Item and/or Basis for Cost: Enter a brief line item description, e.g., rent and basis for determining costs, I e., \$500 per month for nine months.
10. Budget Amount: In the appropriate column, enter the amount in each line item to be paid from federal grant funds and from all other funding sources (other federal, local, private, other).

**DEPARTMENT OF HUMAN SERVICES
COST SUMMARY SUPPORT SHEET**

Page_____ of _____ Pages

1. Applicant/Agency Name: _____
 2. Subgrant Number _____ 3. Grant ID Families First Resource Center FY2012
 4. Beginning January 1, 2012 5. Ending September 30, 2012
 6. Activity Families First Resource Center

7. For MDHS Use Only	8. Line Item	9. Description of Item and/or Basis for Validation	10. Budget		
			Federal	All Other	Total
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Budget Amount			_____	_____	_____