# MISSISSIPPI DEPARTMENT OF HUMAN SERVICES ADMINISTRATIVE REVIEW MEMORANDUM SUBGRANTS ONLY

TO:	Director, Division of Budgets and Acco	E
	Director, Division of Program Integrity Office of Attorney General	,
FROM:	Director, DBA Procurement Services	—Docusigned by:  Nick Bridge —9A100BF61E734C8
DATE:	June 29, 2017	
RE:	REVIEW OF THE ATTACHED DO	CUMENT
Requesting	Division: Field Operations	
Description	n of the attached document: This is a subgra	ant between MDHS and Save the Children.
	iew the attached and return with appropriffin, 750 N. State St. Phone #601-359-496	
DocuSigned b	ру:	Initial Review:
Carla Cou	nyers	Approval to Process 6/29/2017
Personals	ervice Contract/Subgrant Unit	Returned w/o Action
		See Attached
		Initial Review: Approval to Process
Grant Man	agement/Claims	Returned w/o Action See Attached
Docusigned by		Approved6/30/2017
Diffeton, B	Hadgets and Accounting	Disapproved
—DocuSigned by: Fredrick	Ward 6/30/2017	See Attached wg
Director, AP	rogram Integrity	
—DocuSigned by Melissa	r: Patterson 7/7/2017	See Attached
Special Ass	Stant Attorney General	See Attached

# STATE OF MISSISSIPPI **MISSISSIPPI DEPARTMENT OF HUMAN SERVICES** SUBGRANT SIGNATURE SHEET P. O. BOX 352 JACKSON, MISSISSIPPI 39205-0352

MDHS FUNDING DIVISION:	FIELD OPERA	ATIONS				
1. SUBGRANTEE'S NAME,			2. EFF	ECTIVE DATE:		
ADDRESS & PHONE NUM	IBER			July 1, 2017		
Save the Children			3. AGF	REEMENT NUM	IBER:	
501 Kinds Highway East, S	Suite 400		601	1864/601186	5	
Fairfield, CT 06825					ER (funding source a	nd vear):
				TANF 17	(	, , ,
DUN'S NUMBER:					DERAL DOMESTIC A	SSISTANCE (CFDA) #:
SUBGRANTEE'S FISCAL		TE:		93.558		00.0174102 (01.271) #1
					ENDING DATES:	
September 30, 2018	DC. (CUDCDAN	T ENTITY)	3. BEC			Contombou 20, 2010
NAME/TITLE OF OFFICE	•	I ENIIIT)		July 1, 2017		September 30, 2018
Natalie Vega O'Neill, Signa	atory Officer		6. SUE	BGRANT PAYM	ENT METHOD:	
			-	X	CURRENT NEEDS/C	
			-		COST REIMBURSEM	IENT
CONTACT PERSON:	Natalie Vega (	D'Neil			OTHER	
PHONE NUMBER:	503-312-6138					
EMAIL:	NOneil@sa	<u>vechildren.org</u>	7. PAC	SE 1 OF 4		
8. THE FOLLOWING FUNDS A	ARE OBLIGATE	D:				
FEDERAL	\$	625,000.00	ADMIN	NISTRATION	\$ 56,818.	.00
STATE	\$	<del>-</del>	SERVI	CES	\$ 568,182.	
OTHER	\$	<u>-</u>	OTHE	R	\$	
TOTAL	\$	625,000.00	TOTA	1	\$ 625,000	00
10172	<del></del>	020,000.00	1017	_	Ψ 020,000.	<u></u>
a. SUBGRANT SIGNATUI b. BUDGET SUMMARY c. COST SUMMARY SUP d. BUDGET NARRATIVE e. SUBGRANT AGREEME 1) SCOPE OF 2) GENERAL	PORT SHEET	OVISIONS		4) 5) 6) f. VERIFICATIO g. COPY OF BO	STANDARD ASSURA DEBARMENT POLIC DRUG FREE WORKF SUBGRANT MANUAL IN OF 25% FIDELITY E DARD RESOLUTION (I CATION PLAN & INDIR	Y PLACE POLICY _ ACCEPTANCE BOND f applicable)
10. IDENTIFICATION OF OTH	ER FUNDING (L	ist all other funds reques	sted, antic	cipated or held	over from prior years	<b>;</b>
dedicated to this or simila	ar programs inc	luding Federal, State, Loc	cal or Priv	ate funds. If a	dditional space is nee	eded,
please attach typed pages	s).					
SOURCE		PURPOSE		CONTRACT#	PERIOD (dates)	AMOUNT
n/a	_					\$
	_		_			\$
	_					\$
•	_				_	\$
	_					•
11. APPRQVÆDJEOR MDHS:			12. AP	PROVED FOR	SUBGRANTEE:	
L/	0. 4.		1.27			
BY: Jarein &	histor	DATE: 7/10/2017	BY:	Natalie Veg	a O'Neil	E: 7/7/2017
John Davis		DAIE / =0/ E01.		Natalie Vega		L/ / / 201/
John Davis				ivatalie vega	a O Nell	
Executive Director		-	-	Signatory Offic	er	
TITLE				TITLE		

Docu Sign Envelope ID: D5C64E9D-487F-46D9-BBB7-E68B1BFEA469

MISSISSIPPI Form MDHS-BS-1006 Effective 10/31/2016

# MISSISSIPPI DEPARTMENT OF HUMAN SERVICES BUDGET SUMMARY

Effective 10/31/2016	2016			•			Page	2	of	4	Pages
1. Applicant Agency:	t Agency:										
Save the Ch	ildren										
2. Subgrant Number:	Number:		3. Grant ID		4. Beginning	ng			5. Ending		
6011864/6011865	11865		TANF 17		July 1, 2017	2			September 30, 2018	30, 2018	
6. Submitte	6. Submitted as Part of (check one):	:(6									
	a. Funding		b. Modification ( )	ation ( )	c. Modification						
	Request (x)	×			Effective Date						
7. For MDHS	8. Budget Activity				Fun	Funding Sources					
Use Only			Federal	State	Local	Program	In-Kind	ind		Total	
	Support Services	↔	568,182.00	\$	٠ <del>\$</del>	<del>-</del>	\$	ı	\$	99	568,182.00
	Administration	ક	56,818.00						\$	5	56,818.00
									\$		1
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	TOTAL	\$	625,000.00	- *	\$ -		\$	-	\$	62	625,000.00

DocuSign Envelope ID: D5C64E9D-487F-46D9-BBB7-E68B1BFEA469

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

oę MISSISSIPPI DEPARTMENT OF HUMAN SERVICES COST SUMMARY SUPPORT SHEET Page

Form MUHS-CSSS-1007 Revised 10/31/2016	5-100 <i>/</i> 16	COST SOMMANT SOLICAL STEE	I SOLLOS IX	Page	3 of	4	Pages
1. Applicant Agency Save the Children	gency						
2. Subgrant Number 6011864/6011865		3. Grant ID TANF 17		4. Beginning July 1, 2017		5. Ending September 30, 2018	2018
6. Activity Support Services							
7. For MDHS	8. Budget Category			9. E	9. Budget		
Use Only		Federal	State	Local	Program	In-Kind	Total
	Salaries	\$ 164,708.00					\$ 164,707.00
	Fringe	\$ 46,316.00					\$ 46,316.00
	SL&G	\$ 317,399.00					\$ 317,399.00
	Travel	\$ 25,882.00					\$ 25,882.00
	Commodities	\$ 8,873.00					\$ 8,873.00
	Contractual Services	\$ 5,005.00					\$ 5,005.00
	TOTAL	\$ 568,182.00	· &	-	- \$	- ج	\$ 568,182.00

DocuSign Envelope ID: D5C64E9D-487F-46D9-BBB7-E68B1BFEA469

Form MDHS-CSSS-1007 Mississippi

# MISSISSIPPI DEPARTMENT OF HUMAN SERVICES COST SUMMARY SUPPORT SHEET

Revised 10/31/2016

56,818.00 56,818.00 Total 5. Ending September 30, 2018 In-Kind \$ S 8 \$ 8 ↔ 9. Budget ₽ 8 8 4. Beginning July 1, 2017 Local s <del>८</del> S State ↔ ↔ ↔ S 56,818.00 56,818.00 Federal 3. Grant ID TANF 17 8. Budget Category Indirect Costs TOTAL 2. Subgrant Number 6011864/6011865 1. Applicant Agency 6. Budget Activity Administration Save the Children 7. For MDHS **Use Only** 

# STATE OF MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF FIELD OPERATIONS SUBGRANT AGREEMENT

SUBGRANT AGREEMENT NUMBER: # 6011864/6011865

The MISSISSIPPI DEPARTMENT OF HUMAN SERVICES, DIVISION OF FIELD OPERATIONS hereinafter referred to as "MDHS," and Save the Children 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:

# SECTION I PURPOSE

The purpose of this Agreement is to engage <u>2017 TANF Subgrant</u> 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 <u>July 1, 2017</u> or after all parties have signed, whichever is later, and end <u>September 30, 2018</u>.

# SECTION IV SUBGRANT AMOUNT AND PAYMENT

# A. SUBGRANT AMOUNT

As full and complete compensation for the services to be provided hereunder, total reimbursement by MDHS shall not exceed six hundred six hundred twenty five thousand dollars and zero cents (\$625,000.00) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets and Budget Narrative attached hereto as Exhibit B and incorporated herein.

# B. MAXIMUM LIABILITY

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of six hundred twenty five thousand dollars and zero cents (\$625,000.00) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIII of the Agreement.

# C. CONSIDERATION AND METHOD OF PAYMENT

Payment method is either by **Cost Reimbursement or Cash Advance** 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 XIX of this Agreement. Any increase, decrease or change in the funding under this Agreement that is authorized by the parties, in compliance with applicable laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIII of this Agreement.

# SECTION V AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of 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 VI 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 will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C. Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. 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 will not charge MDHS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDHS.
- **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 VII TERMINATION OR SUSPENSION

# A. TERMINATION FOR CAUSE

If, through any cause, Subgrantee fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Subgrant, or if Subgrantee violates 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.

# B. 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 will not accomplish the purposes for which the subgrant was made, MDHS may, without the Subgrantee's consent, terminate this subgrant in its entirety.

# C. TERMINATION IN THE BEST INTEREST OF THE STATE

This Subgrant may be terminated by the MDHS in whole, or in part, with 15 days' notice whenever MDHS makes the final determination that such termination is in the best interest of the State of Mississippi. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which the Subgrant is terminated and the date upon which termination becomes effective. Once the Subgrantee has received notice of termination, Subgrantee shall not make further expenditures for the provision of services under the Subgrant.

# D. TERMINATION FOR FORCE MAJEURE

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

# E. 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.

# F. 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 as set forth in Section IV. Notwithstanding any provisions 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.

# G. TERMINATION OR SUSPENSION

If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an assurance, in the State plan or application, a notice of award, or elsewhere, 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.

# SECTION VIII COMPLAINT RESOLUTION

Subgrantee assures that persons requesting or receiving services under this Agreement shall have the right to a complaint resolution procedure regarding any decision relating to this Agreement. Said procedures may be under the Fair Hearing Procedure of the Mississippi Department of Human Services, or under a conciliation process, or that required by the 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 IX 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 2016 MDHS Subgrant/Agreement Manual, and the applicable Code of Federal Regulations.

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

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

# SECTION X STANDARD ASSURANCES

This Agreement is subject to the Subgrant/Contract Signature Sheet, the Budget and Cost Summary Support Sheets, the Scope of Services (Exhibit A), Budget Narrative (Exhibit B), the Standard Assurances, the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, the Certifications Regarding Monitoring Findings; Audit Findings; and Litigation Occurring within the Last Three Years, the Certification of Adequate Fidelity Bonding (Exhibit C), Board Member's Notification of Liability, (Exhibit D) 2016 MDHS Subgrant/Agreement Manual Acceptance Form (Exhibit E), Federal Debarment Verification Requirement (Exhibit F) and Partnership Debarment Verification Form (Exhibit G), Minority Vendor Verification (Exhibit H); all of the foregoing being attached hereto and incorporated by reference herein.

# SECTION XI AGREEMENTS BY SUBGRANTEE

# A. GENERAL RESPONSIBILITY

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship with 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 funding division.

# B. USE OF FUNDS

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

# C. ADMINISTRATIVE CHARGES

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

# SECTION XII ELIGIBILITY FOR SERVICES

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

# SECTION XIII CONFIDENTIALITY

All information regarding applicants for and recipients of services under this Agreement shall be available only to 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 will guard against unauthorized disclosures. Nothing in this Section, however, shall affect provisions of Section XVIII of this Agreement.

# SECTION XIV AUDIT

# A. INTERNAL AUDITING

Subgrantee shall conduct internal auditing procedures to ensure that the services provided and the activities performed with funds provided under this Agreement are in compliance with the provisions of this Agreement and with Subgrantee audit policy described in the

2016 MDHS Subgrant/Agreement 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 2016 MDHS Subgrant/Agreement 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.

# 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 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 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.

Fiscal Requirements and Audit. Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursal of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to 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-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for State, Local and Tribal Governments and OMB A-21, Cost Principles for Educational Institutions.

# B. ACCESS TO RECORDS

Subgrantee agrees that 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 2016 MDHS Subgrant/Agreement Manual.

# D. FINANCIAL DOCUMENTS

The Subgrantee, by its signature affixed to this Subgrant Agreement, authorizes the release to MDHS of any and all financial documents and records maintained by such financial institutions as may be providing services to the Subgrantee which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial deposits and records shall include, but are not limited to, statements of accounts, statements of deposits and/or withdrawal, cancelled checks and/or drafts. The request for said documents and/or records shall be made in writing by MDHS directly to the Subgrantee providing services.

Further, prior to the disbursement of any funds under this Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as the depository for said funds along with the specific account number(s) which shall be used in the expenditure of the Subgrant funds.

# SECTION XVIII AVAILABILITY OF INFORMATION

Subgrantee shall furnish information and cooperate with all federal and/or state investigations, make such disclosure statements as may be required by the Agreement and other applicable federal and state laws, and federal and state regulations.

# SECTION XIX REPORTING

# A. MONTHLY REPORTING

Subgrantee shall furnish 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. 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 shall 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 will be used for the purpose of reconciling this Agreement to the actual expenditures for activities and services rendered not to exceed the maximum amount as set forth in Section IV.A of this Agreement. Any funds paid by 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 2016 MDHS Subgrant/Agreement Manual, Section 11, shall be followed.

# D. TAX REPORTS

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

# SECTION XX DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Parties hereto shall be decided by the Director of the funding division. 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 the funding division.

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 Jackson, Hinds County,

State of Mississippi, to have been fraudulent, capricious or so grossly erroneous as necessarily to imply bad faith, or that it was not supported by substantial evidence.

# SECTION XXI 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 XXII PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

### A. PATENTS

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

# B. COPYRIGHTS

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 will be the property of MDHS and will remain so upon completion or termination of this Agreement. All cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available for inspection by MDHS at any time, and all information thereon shall belong to MDHS, and shall be delivered to MDHS on MDHS' request therefor.

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

# SECTION XXIII 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 XXIV 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 XXV 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 XXVI 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 2016 MDHS Subgrant/Agreement Manual.

# SECTION XXVII FUNDS USED TO SUPPLEMENT

Funds received under this Agreement and any Contract/Subcontract thereunder shall be used only to supplement, not supplant, the amount of federal, state, and/or local funds otherwise expended for the support of services the applicable participants in the Subgrantee's service area.

# SECTION XXVIII 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 XXIX 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 will hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the 2016 MDHS Subgrant/Agreement Manual.

# SECTION XXX 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 XXXI E-VERIFY

Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. 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 (c) 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 Agreement entered into between the Subgrantee and its Contractors/Subcontractors shall contain the E-Verify clause with which said Contractors/Subcontractors shall comply in hiring their employees.

# SECTION XXXII TRANSPARENCY

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

# SECTION XXXIII INCLUSION OF ALL TERMS AND CONDITIONS

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

# SECTION XXXIV NOTICE

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

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

Mississippi Department of Human	Save the Children
Services  By:  AEDBFDD02F7A44A.  Authorized Signature	By: Natalie Veça O'Neil Authorized Signature
Printed Name: John Davis	Printed Name: Natalie Vega O'Neil
Title: Executive Director	Title:Associate Vice President, US Programs
Date: 7/10/2017	Date: 7/7/2017

# STATEMENT OF UNDERSTANDING

Save the Children Federation, Inc. has served the people of Mississippi for over **80 years**. Furthermore, Save the Children has a long history of successfully providing programs by implementing evidence-based processes and delivery models.

Save the Children is the leading independent nonprofit organization creating real and lasting change for children in need in the United States and around the world. Within the United States, Save the Children focuses on children growing up in communities of persistent rural poverty in 16 states. Our pioneering programs give children a healthy start, the opportunity to learn and protection from harm. Our work in Mississippi began in 1933 and now encompasses early childhood education, school-age literacy support, physical activity and nutrition education, emergency preparedness, and family engagement. Program services are designed to be carried out effectively by locally-hired paraprofessionals, with intensive support from Save the Children's expert trainers.

Save the Children has carefully developed activities to address the identified needs and align with the following objectives of the Temporary Assistance for Needy Families (TANF) program:

- 1) Encourage students to perform more successfully academically;
- 2) Encourage participant youth to plan future goals, promote self-esteem and self-worth;
- 3) Strengthen attitudes and expectations towards family, community and citizenship
- 4) Improve the welfare of children/families by increasing the number of active, involved fathers;
- 5) Support parents in raising successful, healthy children;
- 6) Provide families and their children with life skills trainings and workshops; and
- 7) Increase awareness of the importance of parenting skills, involvement of fathers, and youth development.

# PRIORITIES FOR SAVE THE CHILDREN IN THE SELECTED TARGET AREA:

In order to effectively combat the detrimental circumstances described on the following pages, Save the Children proposes to provide services in rural Mississippi (service area outlined under "Geographic Overview Number of Participants to be Served" section). We will provide high-quality program services addressing the following TANF program areas:

- Positive Youth Development Programs;
- Family Life Skills (includes Parenting Education, Family Development, Cooperative Parenting, Life Skills, Job Readiness and Financial Literacy Education; and
- Fatherhood and Father Involvement.

Priorities will include the following:

• Promote the well-being of children and families in Mississippi;

- Connect families to resources;
- Advocate strong parenting skills; and
- Equip families and children with the skills needed to more adequately solve problems, make good choices, and increase access to services.

# NEEDS ASSESSMENT and SCOPE OF WORK TO BE PERFORMED

Save the Children will use funds from the Mississippi Department of Human Services to provide early childhood education and school-age literacy services that align with and further the goals and purposes of the TANF program. These services, which are described below, focus on promoting reading proficiency by the end of third grade:

<u>Early Steps to School Success</u> (ESSS) is a cost-effective, replicable early childhood education initiative built on public-private partnerships with local schools and states. ESSS delivers high-quality early childhood development services to children from birth to 5 and their families through the following key components:

- 1) Home visits, through which Early Childhood Coordinators provide parents with ageappropriate activities for their children, help monitor developmental progress, and promote parent-child interaction;
- 2) Parent education and support that help caregivers develop the skills and strategies that promote child development;
- 3) A book exchange program, which supplies families with children's books to promote early literacy; and
- 4) "Transition to school" activities that help children and families connect with teachers prior to entering school and promote school readiness.

The program is designed to assist children in language, social and emotional development; to equip parents with the skills and knowledge to successfully support their children's growth; and to develop strong home-school connections.

Once children have entered school, Save the Children provides <u>year-round literacy support</u> through in-school, afterschool and summer programming. We provide:

- 1) In-school tutoring in phonics, sight word recognition, comprehension, and vocabulary enhancement to promote literacy growth among struggling readers.
- 2) The Emergent Reader Literacy Block, the centerpiece of our afterschool and summer literacy program for K-1 students, to support beginning reading skills. The block includes listening to books read aloud, reading together activities, and emergent reader modules that provide active learning opportunities for mastering basic skills.
- 3) The Developing Reader Literacy Block, the centerpiece of our afterschool and summer literacy program for students in grades 2-6, to accelerate reading growth. The block includes read-alouds, vocabulary- and fluency-building activities, guided independent reading practice, and tutorials, which are offered to groups of children who are struggling with specific reading skills.

Nationally, based on a longitudinal comparative analysis of program data collected between 2006 and 2015, children who participated in both ESSS and school-age literacy programs had the highest growth in reading proficiency compared to those who participated in one or neither

program. Save the Children delivers these services to achieve the key early milestones of a healthy birth, positive development, and school readiness, ultimately resulting in greater reading success by third grade. Third grade marks the transition from "learning to read" to "reading to learn" and is a pivotal point in development at which literacy becomes the basis for academic success. Students who do not read proficiently by the end of third grade are **four times less likely** to graduate from high school than those who are proficient readers. In the seven Mississippi counties where Save the Children works, nearly a quarter to a third of the adult population over the age of 25 does not have a high school diploma or equivalent, according to recent U.S. Census data.

Lower educational attainment is associated with greater reliance on public assistance and various negative outcomes. U.S. Census Bureau data show that over a third of individuals who did not graduate from high school received public assistance (including TANF) in 2012 and nearly half of those who ever received benefits between 2009 and 2012 were long-term participants. In comparison, only 21.6% of high school graduates received public assistance and 39.3% were long-term recipients. Specific alignment with the three TANF goals are detailed below:

# **Alignment with TANF Goals**

TANF Purpose 1: Assisting needy families so that children can be cared for in their own homes. ESSS is a Home Visiting program that builds on research by modeling its activities and approaches to center on the family as a primary influence on early language, literacy, and future school success. It not only recognizes the essential role families have directly in preparing their child for school, but through community collaboration and strong school connections, it also reinforces parents as important advocates in raising awareness for community-wide efforts that support school readiness. These core beliefs pertaining to working with families and nurturing early language, literacy and future success are embedded throughout the program model. This multi-generational approach brings the program into homes and builds parents' capacities to preparing their children for later success.

TANF Purpose 2: Reducing the dependency of needy parents by promoting job preparation, work, and marriage.

Our afterschool and summer literacy programs provide free, quality childcare options for working parents. Many of the parents and caregivers we serve often lack the personal resources to pay for quality childcare, the lack of which can inhibit their ability to find and retain employment. A well-meaning, concerned parent unable to balance both work commitments and care for their child may choose to either quit or scale back their employment. Doing so directly frustrates a primary goal of the TANF program – retention of current and past recipients of public assistance in the labor force. Save the Children's programs thus provide a vital service to parents, particularly those who receive or have received TANF, in maintaining full-time employment.

As an additional benefit, Save the Children prepares a population who may potentially be eligible for TANF for economic and career advancement. We hire paraprofessionals from within

.

<sup>&</sup>lt;sup>1</sup> Annie E. Casey Foundation. (2012). *Double Jeopardy: How Third Grade Reading Skills and Poverty Influence High School Graduation*. Retrieved from <a href="http://www.aecf.org/resources/double-jeopardy">http://www.aecf.org/resources/double-jeopardy</a>.

the rural communities in which we work and provide intensive, ongoing on-the-job training and technical assistance to implement both ESSS and the literacy programs. The training and technical assistance supports low-skilled workers in gaining technical skills, knowledge, and practical work experience, while ensuring the quality of educational services, positive outcomes for children, and the success of the programs themselves. This approach enables Save the Children to create a talented workforce in rural communities that is equipped to support children's development and education.

# *TANF Purpose 3: Preventing out-of-wedlock pregnancies.*

Save the Children implements a comprehensive approach to literacy development that significantly increases children's reading levels to ensure reading proficiency by the end of third grade. As mentioned, whether a child reads proficiently by the end of third grade is a powerful indicator of future academic and life success. Young adults without high school diplomas are more likely to be incarcerated, more likely to have an out-of-wedlock pregnancy, and make less than half of those that have graduated and gone on to obtain a bachelor's or higher degree.<sup>2 3 4</sup> Specifically, the connection between literacy proficiency at an early age and out-of-wedlock births is clear. While teen pregnancy often causes students to drop out, being engaged in school can reduce instances of teen pregnancy. Teens who stay in school and are academically involved are less likely to get pregnant than their peers who aren't as engaged.<sup>5</sup>

A recent study released in October 2012, *Pre-Teen Reading Ability: A Potential Predictor of Teen Pregnancy*, is the first study of its kind to examine the link between literacy among US preteens and subsequent teen child-bearing.<sup>6</sup> Researchers at the Perelman School of Medicine at the University of Pennsylvania and the University of Pennsylvania School of Nursing linked seventh-grade reading among 12,339 girls (average age 11.9 years) enrolled in Philadelphia Public Schools to subsequent live birth records between 1996-2002.

Based on test scores gathered from the school system, researchers were able to connect literacy with teen pregnancy risk; specifically:

- Girls with a less-than-average reading skill were 2.5 times more likely to have a child in their teen years compared with those with average reading skill.
- More than 20% of young girls who rated poorly on literacy tests conceived as teens.
- About 3% of those teens conceived more than once during teen years.
- More than 10% of young girls with average scores conceived as teens.
- Only 5% of young girls with good scores conceived as teens.

<sup>2</sup> Planty, M., et al. (2009). *The Condition of Education 2009* (NCES 2009-081). Washington, DC: National Center for Education Statistics, Institute of Education Sciences, U.S. Department of Education, p. 41.

<sup>&</sup>lt;sup>3</sup> Manlove, J. (1998). *The Influence of High School Dropout and School Disengagement on the Risk of School-Age Pregnancy*. Journal of Research on Adolescence.

<sup>&</sup>lt;sup>4</sup> Sum, A., Khatiwada, I., McLaughlin, J., & Palma, S. (2009). *The Consequences of Dropping Out of High School: Joblessness and Jailing for High School Dropouts and the High Cost for Taxpayers*. Northeastern University: Center for Labor Market Studies.

<sup>&</sup>lt;sup>5</sup> Marshall, O. (2011). *The Drop-Out Crisis and Teen Pregnancy*. Washington, DC: Progressive Policy Institute. Retrieved June 6, 2017, from <a href="http://www.progressivepolicy.org/2011/06/the-drop-out-crisis-and-teen-pregnancy">http://www.progressivepolicy.org/2011/06/the-drop-out-crisis-and-teen-pregnancy</a>. Bennett, I. M., Frasso, R., Gross, K., & Bellamy, S. (2012). *Pre-Teen Reading Ability: A Potential Predictor of Teen Pregnancy*. 2012. Philadelphia, PA: University of Pennsylvania Center for Clinical Epidemiology and Biostatistics.

# SERVICE APPROACH AND PROPOSED WORK PLAN

# Geographic Overview and Number of Participants to be Served

Save the Children partners with nine rural schools in seven economically-distressed Mississippi counties to serve over 3,500 children directly and over 4,000 adults directly and indirectly. Located throughout Mississippi, the partner schools are:

- \*Amite County Elementary, Amite County;
- \*I.T. Montgomery Elementary, Bolivar County;
- Brooks Elementary, Bolivar County;
- Friars Point Elementary, Coahoma County;
- G.W. Carver Elementary, Jefferson Davis County;
- \*East Marion Elementary, Marion County;
- \*West Marion Primary, Marion County;
- Quitman County Elementary, Quitman County; and
- R.H. Bearden Elementary, Tallahatchie County.

Save the Children will first work with each partner to implement our full continuum service model of pregnancy through elementary school aged programs. As funding allows, we will look to grow the service area to additional high-need schools in economically-distressed Mississippi counties.

# **Target Population**

To ensure program services are delivered to truly needy children, partner schools are selected based on the student population's eligibility for the federal free and reduced school meals program. We partner with schools in which at minimum 70% of children are eligible, though all nine Mississippi schools identified above have eligibility rates of over 90%. By focusing on rural schools with high free and reduced school meals eligibility, we can be certain that our programs are serving a vulnerable, TANF-eligible population.

Participation in all programs is voluntary. In order to ensure voluntary participation, all program staff receive training on appropriate recruitment and program promotion.

# **Goals and Objectives**

Save the Children will accomplish its overarching goals and the abovementioned TANF objectives through carefully developed process and outcome measures for each program:

# For ESSS:

1) Parents will read to their children ages 0-3, on average, 15 times per month during the school year.

<sup>\*</sup> Includes early childhood programming

- 2) Parents will read to their children ages 3-5, on average, 10 times per month during the school year.
- 3) 65% of 3-year-olds who have been enrolled in the program for at least one year will achieve vocabulary acquisition at or above the normal range.
- 4) 60% of 5-year-olds who have been enrolled in the program for at least one year will achieve vocabulary acquisition at or above the normal range.
- 5) Save the Children Program Specialists will provide an average of 25 hours of training and technical assistance to each site (school partner) each year.

# For the school-age literacy programs:

- 1) 65% of participating children will show significant reading progress, as defined by a gain of 2.0 National Curve Equivalencies (NCEs) or more on the STAR assessment, a tool developed by Renaissance Learning to measure students' grade-level progress.
- 2) Children will read, on average, 65 Accelerated Reader books per year.
- 3) Save the Children Program Specialists will provide an average of 30 hours of training and technical assistance to each site (school partner) each year.

# **Proposed Timeline of Deliverables (July 1, 2017 – June 30, 2018)**

<u>Tasks</u>	Quantity	<u>Responsible</u> <u>Party</u>	<u>Due Date</u>
Open program staff positions filled	TBD	Site Supervisors	7/31/17
New school-year trainings for program staff completed	3 program trainings	Save the Children	8/15/17
School-age reading pre- assessments completed	Approximately 3500 children (9 sites/schools)	Program Staff	8/25/17
Pre-school children enrolled in Early Steps Book Bag Exchange	Approximately 500 children	Program Staff	8/25/17
Children identified and selected for school-age programs	Approximately 1000 children (9 sites/schools)	Program Staff	8/31/17
School-age programs begin	9 sites/schools	Program Staff	9/5/17
Stakeholder Meetings completed	9 sites/schools	Save the Children	9/15/17
School-age reading mid-year benchmark assessments completed	Approximately 1000 children (9 sites/schools)	Program Staff	1/31/18
Partner Planning completed	9 sites/schools	Save the Children	4/30/18
Early Steps PPVT assessments administered	Approximately 50 children (ages 3 and 5)	Program Staff	5/15/18
School-age reading post- assessments completed	Approximately 1000 children (9 sites/schools)	Program Staff	5/15/18

# Proposed Timeline of Deliverables (July 1, 2018 – September 30, 2018)

<u>Tasks</u>	<u>Quantity</u>	Responsible Party	<u>Due Date</u>
Open program staff positions filled	TBD	Site Supervisors	7/31/18
New school-year trainings for program staff completed	3 program trainings	Save the Children	8/15/18
School-age reading pre- assessments completed	Approximately 3500 children (9 sites/schools)	Program Staff	8/25/18
Pre-school children enrolled in Early Steps Book Bag Exchange	Approximately 500 children	Program Staff	8/25/18
Children identified and selected for school-age programs	Approximately 1000 children (9 sites/schools)	Program Staff	8/31/18
School-age programs begin	9 sites/schools	Program Staff	9/5/18
Stakeholder Meetings completed	9 sites/schools	Save the Children	9/15/18

# TRAINING AND DEVELOPMENT

Strong professional development is a hallmark of Save the Children's programming. ESSS program staff receive extensive training, technical assistance, and ongoing support from the Save the Children Early Childhood Program Specialist to assist children in language, social and emotional development; to equip parents with the skills and knowledge to successfully support their children's growth; and to develop strong home-school connections. The professional development framework for ESSS includes an initial, intensive 3-day orientation; three to four group trainings per year; monthly distance learning opportunities, such as webinars, audio conference calls and electronic "live meetings" with peers across the country; and regional trainings. These trainings cover a wide range of topics, including community relationship-building, curricula, language and pre-literacy development, and a framework for observing, assessing and tracking children's development. Save the Children coordinates ongoing mentoring and coaching opportunities to complement trainings, including weekly check-in telephone calls and at minimum once a month site visits from the Program Specialist. During the 2015-2016 program year, ESSS program staff in Mississippi received an average of 80.3 hours of training and technical assistance.

Staff implementing the in-school, afterschool and summer literacy programming receive a minimum of 20 hours of training and technical assistance from Program Specialists specializing in education and school-based programs. All staff receive an introduction to the program model and curricula and are trained in behavior management, first aid and CPR, and data collection, monitoring and evaluation. The remainder of the trainings are specific to the position and the age

group with which they work. For example, in-school literacy tutors, who provide tutorials to children struggling with specific reading skills, receive training in phonics, sight word recognition, comprehension, and vocabulary enhancement. Afterschool and summer literacy tutors implementing the Literacy Block, the centerpiece of our out-of-school-time curriculum, for K-1 students receive training in emergent reader skills, such as phonemic awareness and beginning sight words, whereas tutors implementing the Literacy Block for students in grades 2-6 receive training in vocabulary- and fluency-building activities and guided independent reading practice. Trainings are provided in a variety of formats and are grouped in phases to allow tutors to begin implementation after the first phase and then gain a deeper understanding of the introduced concepts during subsequent phases. The initial phases of training are accompanied by regular onsite technical assistance, with ongoing technical assistance provided as needed afterwards. As an added benefit to the school, trainings are open to other school personnel (such as regular school-day teachers and administrators) and program volunteers when practical. During the 2015-2016 program year, school-based literacy program staff received an average of 71.3 hours of training and technical assistance.

# **Statement on Cultural Competence and Diversity**

Save the Children seeks staff members that are committed to their community, represent a variety of cultural backgrounds, and are capable of communicating in cross-cultural situations. Discrimination is not tolerated, and employees will conduct services in a manner that recognizes values, affirms, and respects the worth of the individual and protects and preserves the dignity of each person.

# **Domestic Violence and Child Maltreatment**

Save the Children is committed to conducting its programs and operations in a manner that is safe for the children it serves and protects the children with whom staff are in contact. Save the Children staff are explicitly prohibited from engaging in any activity that may result in any kind of child abuse or maltreatment. In addition, it is Save the Children's policy to create and proactively maintain an environment that aims to prevent and deter any actions and omissions, whether deliberate or inadvertent, that place children at the risk of any kind of child abuse. Staff are expected to conduct themselves in a manner consistent with this commitment and obligation. Any violations of this policy will be treated as a serious issue and will result in disciplinary action being taken, including termination and any other available legal remedy.

All Save the Children staff are expected to complete an initial training the agency's Child Safeguarding Policy within the first three months of employment and must take refresher trainings every two years. Head Start employees and other staff who are directly implementing programs are also required to take any state required Mandatory Reporter training. Other trainings may be required dependent on job specific responsibilities. All agreements with partners (such as schools) include the Child Safeguarding Policy requirements and a provision in which the partner agrees to comply with this policy.

# **LOCATIONS**

As listed in the "Geographic Overview and Number of Participants to be Served" section, Save the Children currently works in Amite, Bolivar, Coahoma, Jefferson Davis, Marion, Quitman, and Tallahatchie Counties through nine partner schools. ESSS activities such as parent-child group meetings are hosted at these schools (in order to build school-home connections), but services are primarily carried out in the homes of participants (for home visiting services). All school-aged literacy programming, including afterschool and summer programming, is offered onsite at the partner schools.

# **COLLABORATIONS and MAINTAINING PARTICIPATION**

Save the Children collaborates with schools, non-profit organizations, state agencies, and businesses across the state. Our primary partnerships are with the school districts and schools listed above, as we work very closely together to implement these programs. A few of our other key partnerships include the MS Department of Education, Excel-by-5, MS After School Network, Tallahatchie Early Learning Alliance, Chevron, CNCS, Community Foundation of Northern Mississippi, Quitman County Development Organization, Bonanza Buying Center, MSU, Department of Human Services (Emergency Preparedness projects), and the Barksdale Reading Institute.

Save the Children's relationships with schools and the school staff play a key role in participant recruitment and retention. Site Supervisors work with the Principal and teachers to identify low-performing students in reading and work with program staff to recruit and register students who could benefit from the program. Program staff will then follow up with school personnel and families to further educate them about the program to recruit youth to participate.

Each component of the program will help students build and acquire knowledge in interactive ways. We will achieve this by through our daily use of fun and engaging activities and use of technology, such as Accelerated Reader quizzes taken on computers. The program will also have a strong focus on student choice from guided independent reading practice where students choose books that really interest them. Early identification of students at-risk for chronic absenteeism is key to our retention efforts. If a student is attending school regularly, but is absent from our program for three consecutive days, the program staff will call the student's home to discuss. If unresolved, a meeting with school teachers and /or the principal to discuss the situation will take place.

# **EVALUATION**

Ongoing monitoring and evaluation of all program services is carried out by both Save the Children and our partner schools, and integrated into a web-based monitoring and evaluation system. Save the Children conducts an annual independent external evaluation of its programs at the end of each program year to validate the data. The data is used to measure both children's individual growth and the program as a whole, particularly for continuous quality improvement.

This involves regular consultations at the school between our national and local program staff and teachers and school administrators.

For ESSS, success is defined as when low-income children enter kindergarten with the same skills and knowledge as their middle-income peers, ready to succeed. In order to measure success against this goal, each year participating 3- and 5-year-olds who have been in the program for 12 months or more are given the Peabody Picture Vocabulary Test (PPVT). The PPVT is a widely-used, standardized tool to measure pre-literacy skills, a strong predictor of future school success. Typically, low-income children and children who have multiple risk factors, such as poverty, single or teen parenting, unemployment, low education, inadequate transportation, smoking, depression, home language other than English, a crisis-driven lifestyle or frequent moves, score well below the national mean (100) on the PPVT. Last year, 88% of 3-year-olds and 83% of 5-year-olds in ESSS in Mississippi had vocabulary acquisition scores at or above the normal range—demonstrating that our program is achieving significant improvement over conventional expectations of early childhood interventions provided to children facing such barriers to success. ESSS also tracks enrollment, attendance, individual assessments, community contacts, staff development, and success in achieving program goals over time.

Save the Children collects both formative and summative assessment data, using Accelerated Reader (AR) and STAR assessments, to measure outcomes for the in-school, afterschool, and summer literacy programming. Student performance on AR tests, which students take after every book read, serves as a formative assessment to monitor students' comprehension, vocabulary, and progress toward meeting the goal of reading on grade level. Program staff use the AR Diagnostic Report to monitor student performance on a daily basis and make adjustments to interventions as needed. For example, students dropping below the 90% correct average on AR tests will be provided more intense guidance on book selection, more focused book talks, and more specific instruction on literacy deficient skills. During the 2015-16 school year, Mississippi students in the literacy programs read an average of 74 books during the school year.

The STAR assessments – STAR Early Literacy for students in kindergarten and first grade, and STAR Reading for students in grades 2-6 – will serve as the summative assessment. The STAR assessments are administered three times during the year: at the beginning, middle, and end of school year. The test at the beginning of the year (fall) is administered to all students at the partner school to identify those reading below grade level who would be the target group for the program. This data point also serves as baseline for comparison purposes. The mid-year STAR test data is administered to program participants to compare against the baseline data to assess individual student growth and adjust the level of intervention, if needed, for the remainder of the school year. The year-end STAR test, which again is administered only to program participants, is compared against baseline and mid-year data to assess individual student growth during the full school year, as well as to measure overall program effectiveness. During the 2015-16 school year, 63% of regular participants gained 2.0 NCEs on the STAR assessment, showing significant reading improvement.

# EXPERIENCE, QUALIFICATIONS, AND RÉSUMÉS

# **Organization Profile**

Save the Children began its work in the United States in Kentucky in 1932, responding to the needs of families during the Great Depression. Today in the United States, Save the Children concentrates on early childhood, school-age literacy, child-focused emergency preparedness, psychosocial, and physical activity and nutrition programming, reaching over 300,000 children directly in areas of persistent rural poverty.

Save the Children's early childhood and literacy programs have produced significant positive results for children. During the 2015-16 program year, ESSS served 7,400 children across 110 program sites in 14 states. Evaluation of the program showed that 87% of 3-year-olds and 86% of 5-year-olds scored at or above the normal range for vocabulary acquisition. During the 2015-16 school year, Save the Children partnered with school districts to implement literacy programming in 104 schools, serving more than 10,859 children in 10 states. An independent evaluation showed that the literacy programming doubled the percentage of children reading at grade level nationally. The evaluation also showed that children participating in the program achieved reading growth equivalent to attending an additional 5.2 months of school.

Save the Children has been able to achieve these results through the dedicated work of its highly qualified staff. In Mississippi, the staffing plan includes:

- A State Director and Deputy State Director, who provide statewide program oversight;
- Master's degree level Program Specialists based in Mississippi, who provide direct support, training, monitoring, evaluation, and technical assistance to the programs; and
- Direct program staff, who are hired and supervised by each school district, to implement the programs. This structure ensures alignment with the existing management structure (including qualifications) in the school district, while also adding jobs and local capacity to the community.

# **SUSTAINABILITY**

Save the Children's sustainability plan focuses on building private resources and local support, increasing public funding, and integrating the program to become a permanent part of a school's operations. Programs are supported by Save the Children's finance and resource development departments, which are committed to developing a long-term funding plan to diversify funding sources and ensure the program's sustainability. This includes conducting forecasts and reforecasting when one funding stream ends, developing annual fundraising goals, and pursuing a combination of individual donors, state appropriations, and new grants and partnerships. Save the Children has a strong track record of raising foundation, corporate, and individual funds, bringing significant private funds into Mississippi. This year alone, Save the Children invested over \$653,000 in private funds in our core Mississippi programs.

Beyond sustainable funding, Save the Children builds the capacity of local communities to implement and sustain programming. Staff development and in-kind support provided by Save

the Children will: 1) Transfer knowledge and skills to school staff, enabling them to continue to provide struggling students with high-quality programming; 2) Foster ownership of the programs within the school; 3) Provide technology, internet access, software, and books that will continue to be used beyond the period of the grant; and 4) Help the school and community build capacity to target local funding sources.

**Total Salaries** 

# Save the Children Budget Narrative July 1, 2017 – September 30, 2018

# **SUPPORT SERVICES**

Salaries	State Director - Responsible for state oversight of all programs, managing the educational program and budget described in scope of services. Full-time position, 27% of time at \$95,245.70 for 12 months with a 3% increase in salary for an additional 3 months	\$32,234
	State Deputy Director – Responsible for Program management, ongoing site monitoring, and grant compliance. Full-time position, 30% of time at \$80,000 for 12 months with a 3% increase in salary for an additional 3 months	\$30,180
	Senior Specialist, ESSS – Responsible for early childhood program development, training, planning, and technical assistance. Full-time position, 11% of time at \$67,213.26 for 12 months with a 3% increase in salary for an additional 3 months	\$9,297
	Data Coordinator, ESSS – Responsible for daily data monitoring, regular reporting and annual evaluation. Full-time position, 2% of time at \$48,619.70 for 12 months with a 3% increase in salary for an additional 3 months	\$1,223
	Senior Specialist, NEHT – Responsible for school aged program development, training, planning, and technical assistance. Full-time position, 12% of time at \$67,815.56 for 12 months with a 3% increase in salary for an additional 3 months	\$10,233
	Associate Director, Health – Responsible for health and nutrition program development, training, planning, and technical assistance. Full-time position, 4% of time at \$75,465.66 for 12 months with a 3% increase in salary for an additional 3 months	\$3,796
	Finance Manager – Responsible for budget management, purchasing and finance reporting.  Full-time position, 11% of time at \$54,080.72 for 12 months with a 3% increase in salary for an additional 3 months	\$7,481
	Program Specialist, ESSS – Responsible for early childhood program training, planning, technical assistance, program monitoring and assistance; direct liaison with school.  Full-time position, 34% of time at \$54,375.39 for 12 months with a 3% increase in salary for an additional 3 months	\$23,248
	Program Specialist, School Based (Weatherford) – Responsible for school aged program training, planning, technical assistance, program monitoring and assistance; direct liaison with school.  Full-time position, 25% of time at \$54,184.60 for 12 months with a 3% increase in salary for an additional 3 months	\$17,034
	Program Specialist, School Based (Reddics) – Responsible for school aged program training, planning, technical assistance, program monitoring and assistance; direct liaison with school.  Full-time position, 41% of time at \$58,150.64 for 12 months with a 3% increase in salary for an additional 3 months	\$29,981

\$164,707

Fringe Benefits Fringe Benefits 28% of all salaries Total Personnel Fringe Benefits	\$46,316 <b>\$46,316</b>
Subsidies, Loans and Grants	
Amite Elementary to run In-school Literacy program and Early 9 (\$4,083.80/month x 15 months)	Steps program – \$61,257
East Marion Elementary to run in-school Literacy program – (\$8 months)	308.53/month x 15 \$12,128
Friars Point Elementary to run in-school Literacy program – (\$5 months)	52.33/month x 15 \$8,285
G.W. Carver Elementary to run in-school Literacy program – (\$ 15 months)	748.33/month x \$11,225
Quitman Elementary to run in-school Literacy program – (\$574. months)	93/month x 15 \$8,624
West Marion Primary to run in-school Literacy program - (\$561. months)	87/month x 15 \$8,428
IT Montgomery to run After School, Summer, and KinderBoost (\$7,175.93/months x 15 months)	
RH Bearden to run After School and Early Steps – (\$6,654.20/r months)	
Total Subsidies, Loans and Grants	\$317,399
Travel	\$4,950
School Based Travel - School-age Program Specialist travel for assistance support/site visits. (\$330/month x 15 months)	\$6,675
ESSS Travel – Early childhood Program Specialists travel for to assistance support/site visits. (\$445/month x 15 months)	• ,
After School STC Travel – School-age Program Specialist site Monitoring. (\$150/month x 15 months)	ravel and \$12,007
Other Travel (State Director/Deputy Director) – Program trainin other miscellaneous travel. (\$800.47/month x 15 months)	g and <b>\$25,882</b>
Total Travel	

The rate per mile will be the rate approved by the Department of Finance and Administration on the date travel was performed.

# Commodities

Forty Stone STC Supplies & Materials - Baining a Booder books, curriculum	\$3,248
Early Steps STC Supplies & Materials – Raising a Reader books, curriculum materials, P.S internet/phone, P.S. materials and supplies, Program Specialist development (\$216.53/month x 15 months)	\$1,875
Summer STC Supplies & Materials – Miscellaneous materials (\$125/month x 15 months)	\$3,750
After School STC Supplies & Materials – Literacy materials, healthy choices materials, and accelerated reader licenses (\$250/month x 15 months)	
Total Commodities	\$8,873
	, ,
Contractual Services	
ESSS Evaluation – Program evaluation – (\$208.67 x 15 months)	\$3,130
After School Evaluation – Program evaluation (\$125/month x 15 mos)	\$1,875
Total Contractual Services	\$5,005
Administration	
Indirect Costs Amount represents 10% of total direct funds	
	\$56,818
Total Administration	
Total Subgrant	\$625,000

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#### **OVERVIEW**

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

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

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

#### STANDARD ASSURANCES

The Subgrantee assures that it:

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

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Request to Dispose of Records form (MDHS-DPI-001);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 4** 

- 18. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974;
- 19. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (I) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;
- 20. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;
- 21. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant;
- 22. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant;
- 23. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
- 24. Shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division;
- 25. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);
- 26. Shall provide the required certification regarding their exclusion status and that of their principal's prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;
- 27. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
- 28. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;

Section 4

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

As a duly authorized representative of the subgrantee, I hereby assure and certify compliance with the above mentioned provisions and all other applicable Federal and state statutes, regulations, policies, guidelines, and requirements of the Subgrant/Agreement Manual, as well as the specific terms and conditions of the Subgrant/Agreement.

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

S	ave the Children Federation, Inc.
SUB	BGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED: 15 Highway E, Fairfield CT; 899 N Capitol St NE, Washington DC
163 Old 7	Todds Rd, Lexington KY; 2000 L St NW, Washington DC
TYP	PED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE: Natalie Vega O'Neil, Associate Vice President, US Programs
sjøl ——	NATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

#### FOR NON STATE AGENCIES ONLY

## 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 Save t	he Children Feder	ration of liability	y in the event that
Save the Children Federation	misuses funds or	fails to perform	according to the
provisions of the Subgrant. Further, I	will keep a copy of	said notification let	ter as a permanent
part of the Subgrant file.			
Name:	ization: Save th	ac O'Neil	Mederation Inc
Date:			

#### **EXHIBIT E**

MDHS SUBGRANT/AGREEMENT MANUAL ACCEPTANCE FORM Revised February 1, 2017

## MDHS Subgrant/Agreement Manual Acceptance Form

Subgrant/Contract Manual Coordinator

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

As duly authorized representative of the Save the Children redevation, Inc.

, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the 2017 Mississippi Department of Human Services Subgrant/Agreement Manual.

| Out | Date | D

Title Title

Save the Children Federation Inc.
Organization

## **EXHIBIT** F

Federal Debarment Verification Form Revised April 5, 2016

### MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

### FEDERAL DEBARMENT VERIFICATION FORM

## Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	Save the Children Federation, Inc	
Authorized Official's Name	Natalie Vega O'Neil	
DUNS Number		
Address	501 Kings Hwy E Ste 400, Fairfield CT	06825
Phone Number	303-331-4000	
Are you currently registered with www.sam.gov (Respond Yes or No)	yes	
Registration Status (Type Active or Inactive)	active	
Active Exclusions (Type Yes or No)	no	

I hereby certify that <u>Save the Children Federator</u> is not on the list for federal debarment on Subgrantee's Name/Contractor's Name

www.sam.gov -System for Award Management.

Signature of Authorized Official

Date

#### **EXHIBIT G**

Partnership Debarment Verification Form Revised April 5, 2016

Signature of Authorized Official

#### MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

#### PARTNERSHIP DEBARMENT VERIFICATION FORM

## Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	Save the Children Federation, Inc.	
Authorized Official's Name	Natalie Vega O'Neil	
DUNS Number		
Address	501 Kings Hay E Stc. 400, Fairfield CT	06825
Phone Number	303-231-4000	

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

## FOR NON STATE AGENCIES ONLY

## 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 Save the Children Federation of liability in the event that Save the Children Federation misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Signature of Entity's Director VIVI Name: Natalie Vega C'Neil
Organization: Save the Children Federation In

Date: 676

Witness:

6/26/2017

#### MISSISSIPPI MINORITY BUSINESS ENTERPRISE ACT 57-69

MINORITY as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

MINORITY OWNED BUSINESS or MINORITY BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is owned and controlled by one or more individuals or minority business enterprises, at least seventy-five (75%) of whom are resident citizens of the State of Mississippi.

OWNED AND CONTROLLED as used in this provision means a business in which one or more minorities or minority business enterprises that owns and controls at least 51%, or in the case of a corporation at least 51% of the voting stock and control the management and daily business operations of the business.

## SMALL BUSINESS ACT15 USCS, SECTION 637 (a)

For the purposes of this provision, the term socially and economically disadvantaged small business concern means any small business concern which is at least 51% unconditionally owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least 51% of the stock is unconditionally owned by one or more socially and economically disadvantaged individuals, and the management and daily business operations of such small business concern are controlled by one or more socially and economically disadvantaged individuals.

SOCIALLY DISADVANTAGED as used in this provision means individuals who have been subjected to racial and ethnic prejudice or cultural bias because of their identity as members of group and without regard to their individual qualities.

ECONOMICALLY DISADVANTAGED as used in this provision means individuals who are socially disadvantaged whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities the Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individual. In determining the economic disadvantage of an Indian tribe, the Administration shall consider, where available, information such as the following: the per capita income of members of the tribe excluding judgment awards, the percentage of the local Indian population below the poverty level, and the tribes access to capital markets.

WOMEN OWNED BUSINESS or WOMEN BUSINESS ENTERPRISE as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is at least 51% owned by one or more women; and whose management and daily business operations are controlled by one or more women or women business enterprises.

To view the above mentioned Acts in their entirety log onto www.mlsslsslppl.org and www.4.law.comell.edu

**SAVETHE-03** 

## CERTIFICATE OF LIABILITY INSURANCE

SHETTYSM2

DATE (MM/DD/YYYY) 1/18/2017

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this certificate does not comer rights to the certificate holder in hea or s	den endorsement(s).				
PRODUCER	CONTACT Willis Towers Watson Certificate Center				
Willis of Maryland, Inc.	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888)	467-2378			
c/o 26 Century Blvd P.O. Box 305191	E-MAIL ADDRESS: certificates@willis.com				
Nashville, TN 37230-5191	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A : AIG Property Casualty Company				
INSURED	INSURER B : Travelers Property Casualty Company of America	25674			
Save the Children Federation, Inc.	INSURER C: Commerce & Industry Insurance Company	19410			
501 Kings Highway E	INSURER D: Travelers Indemnity Company of CT	25682			
Fairfield, CT 06825	INSURER E :				
	INSURER F:				
COVERACES CERTIFICATE NUMBER.	DEVICION NUMBER.				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY				(	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR				12/31/2016	12/31/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
		POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:							\$	
В	AU1	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO				12/31/2016	12/31/2017	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
	X	EXCESS LIAB CLAIMS-MADE				12/31/2016	12/31/2017	AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 10,000							\$	
С	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 1.	N/A			12/31/2016	12/31/2017	E.L. EACH ACCIDENT	\$	1,000,000
		idatory in NH)	III / A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Cor	nmercial Property				12/31/2016	12/31/2017	SEE ATTACHED		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
Proof of Insurance	arlyn Mrumber

ACORD 25 (2016/03)

# ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Property CARRIER: Travelers Indemnity Company of CT POLICY TERM: 12/31/2016 - 12/31/2017 POLICY NUMBER:	Per Occurrence Blanket Limit including Real and Personal Property, Improvements and Betterments, Leasehold Improvements, Rental Value, Business Interruption, Extra Expense, Electronic Data Processing Hardware, Software and EDP, Accounts  Business Personal Prop: Blanket Limit - \$ 20,102,808 Real Property & Improvement & Betterment: : Blanket Limit - \$9,412,161  Personal Property ,Compu, Awnings &Canopies: Blanket Limit: \$4,000,000  Inland Marine (Generator) - \$300,000, Each Occurrence Deductible \$1,000, Each Occurrence as respects Earthquake  \$25,000 OPTION 5% & 10% Each Occurrence as respects Flood \$25,000 OPTION 5% & 10% Business Income waiting period zero hours Windstorm & Hail \$10,000 Earthquake Sprinklers Leakage (Social Services Property Enhancement)  Included (AIG \$25,000) Flood or Backup of Sewers and Drains Social Services Property Enhancement)  Included (AIG \$25,000)



Welcome

**■** MENU

# **Company Information**

**Company Name** Save the Children

**Company ID Number** 

Doing Business As (DBA) Name

**DUNS Number** 

## **Physical Location**

Address 1

501 Kings Highway East Suite 400

Address 2

City

Farifield

State

CT

Zip Code

06825

County

**FAIRFIELD** 

## **Mailing Address**

Address 1

Address 2

City

State

Zip Code

#### **Additional Information**

**Employer Identification Number** 

Total Number of Employees 500 to 999

**Parent Organization** 

--

Administrator

--

### **Organization Designation**

Employer Category

Federal Contractor without FAR E-Verify Clause

View / Edit

**NAICS Code** 

813 - RELIGIOUS, GRANTMAKING, CIVIC, PROFESSIONAL, AND SIMILAR ORGANIZATIONS

View / Edit

**Total Hiring Sites** 

64

View / Edit

**Total Points of Contact** 

1

View / Edit

**View Original MOU Template** 

**View MOU** 





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U.S. Department of Homeland Security

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MDHS-FSRC-1721 (Revised 02/14)

## FISCAL SUBGRANT REVIEW CHECKLIST

Subgrant Name Save the Children			ble Division Field Operations
Agreement Numbers 6011864/6011865		-	
Review for accuracy each item listed below.	Vac	No	Additional Comments
<ol> <li>The agreement or project number has been assigned.</li> <li>a). The agreement identifies which Federal Grant/Funding Source b). Procurement Form is attached.</li> </ol>	· x	X	
<ol> <li>The beginning and ending dates of the agreement are within the applicable grant obligation period.</li> <li>The amount of the agreement as shown on the face page or signature sheet agrees with the budget in total and by funding</li> </ol>	. x		
source. 5. Check for inclusion of all budget pages and computation accuracy. 6. The activities are standard. (No, will require adding the new	x		
activities to the master file) 7. The matching percentages for Fringe Benefits dose not exceed 30% of Salaries. (Yes, requires justification)	×		
<ol><li>The sum of the activities budgets equals the totals of the budgets summary.</li></ol>	x	×	Supplies and materials are listed.
<ol> <li>a). Funds are budgeted for equipment purchase?</li> <li>b). Does the budget support form provide adequate description of the property, i.e., type, purpose and cost?</li> <li>10. Indirect cost is budgeted?</li> </ol>	X		
(Yes, requires the rate should be stated)  11. Match is budgeted?  (Yes, requires the percentage should be stated)	х	·	DOES NOT APPLY
12. REQUIRED FOR MODIFICATIONS ONLY:			
a). Modification Request Form is attached. b). Modification number is correct. c). Effective date of modification or revision is given.	·		
d). Purpose of modification is stated. e). Modification requires budget changes. (Yes, requires budget pages which must agree with signature page) f). Modified budget is not less than the Reported Cost.			
13. Are Grant funds available to cover the contract amount?			Approval is contingent upon receiving Grant Award.
Returned for corrections     Additional Comments:			
15. Additional Comments.	-		
cal Review Regina Chatman	ate Com	pleted	06/29/2017
d Review D	ate Com	pleted	

## M E M O R A N D U M Mississippi Department of Human Services Division of Program Integrity

# RESPONSE TO ADMINISTRATIVE REVIEW MEMORANDUM

The Office of Monitoring has researched its records to determine if monetary findings exist for the subgrantee referenced above. The following information was noted:

## **NO QUESTIONED COSTS NOTED**

Should you need additional information or if this office can be of further assistance, please contact me at 601-359-4908 or J. Win Girod, Director, Office of Monitoring at 601-359-4931.

### STATE OF MISSISSIPPI



JIM HOOD ATTORNEY GENERAL HUMAN SERVICES DIVISION

## **MEMORANDUM**

**DATE:** July 7, 2017

**TO:** Division of Field Operations

FROM: Melissa C. Patterson Melissa C. Patterson

**Special Assistant Attorney General** 

**RE:** Review of the Subgrant between Division of Field Operations and Save the

Children

I have reviewed the above-referenced Subgrant for legal sufficiency **only** and **only** as it pertains to the laws of that State of Mississippi, and I have signed the Administrative Review Memorandum with the understanding that:

- 1) The Division of Field Operations has reviewed the programmatic information herein for compliance with any and all applicable programmatic and administrative federal requirements and with the State Plan and with any and all other policies, rules, and regulations which govern the entering into of these agreements; including approval by the SPB, by the Contract Review Board, and by any state and/or federal entity whose approval and/or review is necessary; and
- 2) The appropriate fiscal reviewers have reviewed the budget and the fiscal information contained herein for compliance with applicable state and federal fiscal requirements and with all policies, rules and regulations which govern the fiscal aspects of entering into these agreements.
- 3) My review does not address the legalities and of the procurement process or MDHS' authority to enter into this Agreement.

I advise that you to address the following considerations prior to signing this renewal of the Subgrant:

Make sure that all the services which you want the Independent Contractor/Subgrantee to perform, as well as the logistics of the provision thereof, are set out with specificity within the Contract/Subgrant; that all the services have the capability of being measure, monitored, and evaluated; that there is no conflict between the language of any of the exhibits and/or attachments or between the budget sheets and the Budget Narrative; that all terms and words set out in the Contract/Subgrant are defined within the Contract/Subgrant; and that all exhibits/attachments hereto are completed, signed, cited within the Contract/Subgrant, marked as an exhibit or attachment and attached when practicable. Also make sure that the terms and words in the Subgrant and the exhibits/attachments do not conflict with the "Standard Assurances and Certifications" contained in the MDHS Subgrant Manual.

Other than the above-cited considerations, the above referenced Subgrant appears to be legally sufficient. If we can be of further assistance, please contact us.

**MCP** 



**Certificate Of Completion** 

Envelope Id: ( Subject: Please DocuSign this document: 5-Save the Children.pdf

Source Envelope:

Document Pages: 56 Signatures: 5 **Envelope Originator:** Supplemental Document Pages: 0 Initials: 1 **Dorothy Roberts** 

Certificate Pages: 6

Payments: 0 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US &

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1860 Michael Faraday Drive, Suite 100

Reston, VA 20190

Status: Completed

dorothy.roberts@mdhs.ms.gov

IP Address:

**Record Tracking** 

Location: DocuSign Status: Original Holder: Dorothy Roberts

6/29/2017 4:02:32 PM dorothy.roberts@mdhs.ms.gov

Signer Events

DocuSigned by: Carla Convers

Director

MS Department of Human Services

carla.conyers@mdhs.ms.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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Nick Bridge

nick.bridge@mdhs.ms.gov Director

MS Department of Human Services

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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Chris Christmas

chris.christmas@mdhs.ms.gov Director

MS Department of Human Services

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 3/9/2016 11:22:23 AM

ID:

Win Girod

jon.girod@mdhs.ms.gov

Director

MS Department of Human Services

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Signature

Carla Conyers

Using IP Address:

Nick Bridge

9A100BF61E734C8..

Using IP Address:

Signed using mobile

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E7F577960EBE452...

Using IP Address:

WG

Using IP Address:

**Timestamp** 

Viewed: 6/29/2017 4:08:29 PM Signed: 6/29/2017 4:19:47 PM

Sent: 6/29/2017 4:08:01 PM

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**Envelope Summary Events** 

Envelope Sent

**Status** 

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#### **Signer Events** Signature **Timestamp** Fredrick Ward Sent: 6/30/2017 6:58:37 AM Fredrick Ward fredrick.ward@mdhs.ms.gov Viewed: 6/30/2017 11:59:15 AM C1026A3906AB406... Division Director - Program Integrity Unit Signed: 6/30/2017 11:59:26 AM Using IP Address: Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Melissa Patterson DocuSigned by: Sent: 7/7/2017 11:49:39 AM Melissa Patterson Viewed: 7/7/2017 1:40:11 PM mpatt@ago.state.ms.us 0EC6C54DAF76428... Security Level: Email, Account Authentication Signed: 7/7/2017 2:27:26 PM (None) Using IP Address: **Electronic Record and Signature Disclosure:** Accepted: 7/7/2017 1:40:11 PM In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status** Timestamp Sent: 6/30/2017 11:59:28 AM Earl Scales VIEWED escal@ago.state.ms.us Viewed: 7/7/2017 11:48:59 AM Completed: 7/7/2017 2:27:29 PM Attorney General's Office Security Level: Email, Account Authentication Using IP Address: (None) **Electronic Record and Signature Disclosure:** Accepted: 6/29/2016 11:22:27 AM **Certified Delivery Events Status Timestamp Status Carbon Copy Events Timestamp Evelyn Fairley** Sent: 6/30/2017 6:47:52 AM COPIED efair@ago.state.ms.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Temeka Griffin Sent: 7/7/2017 2:27:29 PM COPIED temeka.griffin@mdhs.ms.gov Viewed: 7/7/2017 2:30:30 PM **Branch Director** Mississippi Department of Human Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign **Notary Events** Signature **Timestamp**

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7/7/2017 2:27:29 PM

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### Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?		
Browsers (for SENDERS):	Internet Explorer 6.0? or above		
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,		
	NetScape 7.2 (or above)		
Email:	Access to a valid email account		
Screen Resolution:	800 x 600 minimum		
Enabled Security Settings:			
	•Allow per session cookies		
	•Users accessing the internet behind a Proxy		
	Server must enable HTTP 1.1 settings via		
	proxy connection		

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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Associate Vice President, US Programs

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Garrig Shields garrig.shields@mdhs.ms.gov

**Deputy Executive Director** Mississippi Department of Human Services

Security Level: Email, Account Authentication (None)

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temeka.griffin@mdhs.ms.gov

**Branch Director** 

Mississippi Department of Human Services Security Level: Email, Account Authentication

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Temeka Griffin

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Regina Chatman
regina.chatman@mdhs.ms.gov

Mississippi Department of Human Services
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 Carla Conyers
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 carla.conyers@mdhs.ms.gov
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Director

MS Department of Human Services

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Win Girod
jon.girod@mdhs.ms.gov

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MS Department of Human Services

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Completed	Security Checked	7/10/2017 10:37:12 AM			
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Electronic Record and Signature Disclosure					

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Parties agreed to: Natalie Vega O'Neil, Garrig Shields

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## **How to contact Carahsoft Technology Corp.-Partner:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mark.allen@mdhs.ms.gov

## To advise Carahsoft Technology Corp.-Partner of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mark.allen@mdhs.ms.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

## To request paper copies from Carahsoft Technology Corp.-Partner

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mark.allen@mdhs.ms.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

## To withdraw your consent with Carahsoft Technology Corp.-Partner

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to mark.allen@mdhs.ms.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

## Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Carahsoft Technology Corp.-Partner as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft Technology Corp.-Partner during the course of my relationship with you.