

REVISED March 9, 2023

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
ADMINISTRATIVE REVIEW MEMORANDUM
SUBGRANTS ONLY**

TO: Division Counsel
Director, Funding Division
Director, Division of Budgets and Accounting
Director of Monitoring, Office of Compliance
Office of Attorney General
Deputy Executive Director for Division

FROM: Carla Conyers, Subgrant Agreements Director



DATE: 8/17/2023

RE: REVIEW OF THE ATTACHED DOCUMENT

Requesting Division: Division of Workforce Development - Partnership Management

Description of the attached document: AGREEMENT MODIFICATION - MS Dept. of Child Protective Services FY 2022 Subgrant with Workforce Development & Partnership Management Modification #1.

Please review the attached and return with appropriate comments or concurrences to:
Richard Slaughter at richard.slaughter@ms.gov / (601) 359-4767.

<p>DocuSigned by: <u>Toska Owens</u> Fiscal Reviewer</p>	<p>Date: 8/18/2023</p>	<p>DocuSigned by: <u>KASJER JACKSON</u> Programmatic Reviewer</p>	<p>Date: 8/18/2023</p>
<p>DocuSigned by: <u>John W. Robinson III</u> Division Counsel</p>	<p>Date: 8/22/2023</p>		
<p>DocuSigned by: <u>Lora U. Tatum</u> Director, Funding Division</p>	<p>Date: 8/21/2023</p>		
<p>DocuSigned by: <u>Sandra Stasler</u> Subgrants Management-Sr. Attorney</p>	<p>Date: 8/24/2023</p>		
<p>DocuSigned by: <u>Debra Dixon</u> Director, Budgets and Accounting</p>	<p>Date: 8/28/2023</p>		
<p>DocuSigned by: <u>Laketha Gilmore</u> Director of Monitoring, Office of Compliance</p>	<p>Date: 8/29/2023</p>	<p>See Attached:</p>	
<p>DocuSigned by: <u>Azande Williams</u> Office of the Attorney General</p>	<p>Date: 8/30/2023</p>	<p>See Attached:</p>	
<p>DocuSigned by: <u>Shenetta Drone</u> Deputy Executive Director for Division</p>	<p>Date: 8/31/2023</p>		



Revised March 9, 2023

MODIFICATION REQUEST FORM

The PSCRB has suspended the processing of all contracts under its purview which are based upon sole-source procurement, except when the Agency Head determines in writing that there is only one source for the required service pursuant to a binding, valid court order mandating that a particular provider must be used for the service. Any such written determination by the Agency Head submitted to the PSCRB must be accompanied by a copy of the applicable court order. **The suspension applies to all sole-source requests whether it is a request for approval of a new contract or the renewal or modification of an existing contract. The modification request cannot be utilized for a sole source personal service contract without a binding valid court order.**

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES, DIVISION OF	
SUBGRANTEE/CONTRACTOR NAME Mississippi Department of Child Protection Services	UEI # RDN9VY2SCFW9
SUBGRANT AGREEMENT/CONTRACT NUMBER DUNS 080416366 / MDCPSTANF2023	
THIS MODIFICATION REQUEST IS FOR A CURRENT SOLE SOURCE PERSONAL SERVICE CONTRACT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, ATTACH VALID BINDING COURT ORDER. IF NO, PROCEED BELOW.	
Keep children and youth safe by strengthening families, preventing child abuse, neglect, and exploitation, and promoting child and family well-being and permanent family connections. MDCPS will encourage the formation and maintenance of two-parent families and ensure children are cared for in their own homes or with a relative when possible.	
PURPOSE OF MODIFICATION TO INCLUDE SPECIFIC DETAILS - ATTACH PROPOSED BUDGET NARRATIVE, IF NECESSARY (INDICATING TRANSFER/INCREASE/DECREASE OF FUNDS IS NOT SUFFICIENT) Subgrantee is reallocating funds for travel expenses.	
IMPACT IF ANY, IF MODIFICATION IS NOT APPROVED (Required) The subgrantee will not be able to effectively expend funds.	
REQUESTED MODIFICATION EFFECTIVE DATE: 9/1/23	MODIFICATION #1
ANTICIPATED TO COMPLY WITH 30 DAY SUBMISSION DEADLINE POLICY YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF NO, PLEASE PROVIDE JUSTIFICATION FOR NOT MEETING 30 DAY SUBMISSION DEADLINE This modification does not meet the 30 day submission deadline due to email issues at MDHS. MIS has since rectified the issue however we did not receive the necessary documentation in time to submit the modification within the desired timeframe. We are requesting an expedite for this Subgrantee.	
INCREASED BY \$	CURRENT TOTAL AMOUNT: \$29,000,000.00
DECREASED BY \$	MODIFIED TOTAL AMOUNT: \$29,000,000.00
NO INCREASE <input checked="" type="checkbox"/>	FUNDING SOURCE(S): 2023 TANF
APPROVAL NEEDED BY PERSONAL SERVICES CONTRACT REVIEW BOARD?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

REQUESTED BY

Lora U. Tatum	DocuSigned by: Lora U. Tatum	8/21/2023
Division Director's Name	Division Director's Signature	Date

RECEIVED BY

Sandra Stasler		8/24/2023
Subgrants Management, Sr. Attorney		Date

APPROVAL TO PROCEED

DocuSigned by: [Signature]		8/24/2023
Director, Procurement Services		Date

APPROVED BY

DocuSigned by: Shenetta Drone		8/24/2023
Department Director		Date

MISSISSIPPI

Form MDHS-MSS-1004

Revised 03/09/2023

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

MDHS FUNDING DIVISION: Workforce Development and Partnership Management

<p>1. SUBGRANTEE'S NAME, ADDRESS & PHONE NUMBER: <u>Mississippi Department of Child Protection Services</u> <u>660 North Street</u> <u>Jackson, MS 39202</u> <u>601-359-4999</u> UEI Number: <u>RDN9VY2SCFW9</u></p> <p>CONTACT PERSON: <u>Andrea Sanders</u> PHONE NUMBER: <u>601-576-1566</u> EMAIL: <u>andrea.sanders@mdcps.ms.gov</u></p>	<p>2. EFFECTIVE DATE: <u>September 1, 2023</u></p> <p>3. AGREEMENT NUMBER:</p> <p>4. MODIFICATION # : <u># 1</u> FUNDING SOURCE and YEAR: <u>FY 2023 TANF</u></p> <p>5. BEGINNING AND ENDING DATES: <u>October 1, 2022</u> Through <u>September 30, 2023</u></p> <p>6. SUBGRANT PAYMENT METHOD: <input type="checkbox"/> CURRENT NEEDS/CASH ADVANCE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER</p> <p>7. PAGE: 1 OF 3</p>
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8. AS A RESULT OF THIS MODIFICATION, FUNDS OBLIGATED ARE CHANGED AS FOLLOWS:

	<u>FROM</u>	<u>TO</u>		<u>FROM</u>	<u>TO</u>
FEDERAL	\$ 29,000,000.00	\$ 29,000,000.00	ADMINISTRATION	\$ -	\$ -
STATE	\$ -	\$ -	SERVICES	\$ 29,000,000.00	\$ 29,000,000.00
OTHER	\$ -	\$ -	OTHER	\$ -	\$ -
TOTAL	\$ 29,000,000.00	\$ 29,000,000.00	TOTAL	\$ 29,000,000.00	\$ 29,000,000.00

9. THE ABOVE SUBGRANT IS HEREBY MODIFIED AS FOLLOWS:

<u>Action</u>	<u>Activity</u>	<u>Line Item</u>	<u>Original</u>	<u>Modified</u>	<u>DIFFERENCE (+/-)</u>
			from	to	
Please see attached Budget Narrative and Scope of Work					
 REASON(S) FOR MODIFICATION [If additional space is needed, please attach typed page (s)] :					
Reallocating Funds for travel expenses.					

****IF ADDITIONAL FUNDS ARE REQUESTED ATTACH A COPY OF THE ORIGINAL BUDGET**

<p>10. APPROVED FOR MDHS:</p> <p>BY: _____ DATE: _____ <u>Robert Anderson</u> MDHS Executive Director TITLE</p>	<p>11. APPROVED FOR MISSISSIPPI DEPARTMENT OF CHILD PROTECTIVE SERVICES</p> <p>BY: _____ DATE: _____ <u>Andrea Sanders</u> Commissioner TITLE</p>
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LONG FORM or SHORT FORM
(ex. extension only, typo and/or subgrant # change)

(Select one)

**MODIFICATION OF THE 2023 TANF SUBGRANT
BETWEEN
THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
AND
MISSISSIPPI DEPARTMENT OF CHILD PROTECTIVE SERVICES**

This MODIFICATION is made part of the TANF 2023 entered into on October 1, 2022, by and between the Mississippi Department of Human Services/Division of Workforce Development Partnership Management and Mississippi Department of Child Protective Service, Modification #1. In consideration of the agreement of the Parties hereto to modify the initial Subgrant between them, the Mississippi Department of Human Services/Division of Workforce Development Partnership Management and the Mississippi Department of Child Protective Services do hereby agree that effective on September 1, 2023, or after all parties have signed, whichever is later, said Subgrant is modified and amended as set out below:

1. SECTION # III: TERM OF AGREEMENT

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning October 1, 2022, or after all parties have signed, whichever is later, and end September 30, 2023.

2. SECTION # IV: SUBGRANT AMOUNT AND PAYMENT

- A. Subgrant Amount. As full and complete compensation for the services to be provided hereunder, the total reimbursement by MDHS shall not exceed Twenty-Nine Million Dollars (\$29,000,000.00) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets attached hereto as Exhibit B-1 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 Twenty-Nine Million Dollars (\$29,000,000.00) 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.

3. SECTION # XXXI: NON-SOLICITATION OF EMPLOYEES

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Subgrantee.



LONG FORM or SHORT FORM

(ex. extension only, typo and/or subgrant # change)

(Select one)

All other terms, conditions, and provisions set out in the initial subgrant, and the Modification thereof, which are not in conflict with this Modification, shall remain in full force and effect for the duration of the subgrant.

IN WITNESS WHEREOF, the parties have executed this Subgrant Modification Number 1, on the date appearing with their respective signatures below.

<p>APPROVED FOR MDHS</p> <p>_____ Signature</p> <p>_____ Date</p> <p><u>Robert Anderson</u> MDHS Executive Director</p>	<p>APPROVED FOR MISSISSIPPI DEPARTMENT OF CHILD PROTECTIVE SERVICES</p> <p>_____ Signature</p> <p>_____ Date</p> <p><u>Andrea Sanders</u> Commissioner</p>
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EXHIBIT A
TANF 2022 SUBGRANT AGREEMENT
MS Department of Child Protection Services
Scope of Services

I. SERVICES SUMMARY

The Mississippi Department of Child Protection Services (MDCPS) mission is to lead Mississippi's efforts in keeping children and youth safe by strengthening families, preventing child abuse, neglect, and exploitation, and promoting child and family well-being and permanent family connections.

MDCPS will expend Temporary Assistance for Needy Families (TANF) funding to encourage the formation and maintenance of two-parent families and to ensure children are cared for in their own homes or with a relative when possible.

II. SERVICE AREA DESCRIPTION/NUMBER OF PARTICIPANTS SERVED

A. Area Served: Statewide, which includes every county office in all 82 counties. FFY 2,274 in home cases. Hours of operation: 8 AM -5 PM, Monday through Friday.

B. MDCPS POC: Bridgette Bell, MDCPS Operations Officer
MDCPS
750 North State Street
Jackson, MS 39201
Phone: (601) 359-4495
Email: Bridgette.Bell@mdcps.ms.gov

C. Lower Tier Subgrants for In-Home Services

1. Canopy Children's Solutions
2. Youth Villages

III. SCOPE OF TANF SERVICES PROVIDED

Social Worker Provider Services: Social Worker Provider positions, Social Services Specialist I-II and Social Service Team Leads, provide for the protection of children and support for family unit preservation. This will include salaries and fringe of those Social Services I-II and Social Service Team Leads who are conducting Investigations and managing in-home service cases.

Investigations:

When the intake supervisor receives an intake and screening from Mississippi Centralized Intake (MCI) that indicates a child is in imminent danger, the Intake Supervisor will assign a worker for immediate response. Prior to initiating the investigation, the worker should conduct an additional thorough review of any prior MDCPS involvement with the family. An investigation is considered initiated when face-to-face or attempted contact is made with the alleged victim(s) and should occur within the timeframes required by the level of the report. Following contact with the alleged victim(s), the worker should interview the

reporter, if possible, parent/guardian/caretaker, siblings who reside in the home, all other children and other household members, collateral contact and alleged perpetrator unless otherwise instructed by law enforcement. All interviews with the individuals are held in private and the worker must make a visit to the home and a physical home environment narrative be entered in the Mississippi Automated Child Welfare Information System (MACWIS). All victims of physical abuse are thoroughly examined for evidence of abuse (bruises, bites, burns, welts, etc.). When possible, a worker of the same sex as the child will examine the child. The investigating worker may take photographs of the child, child's home, or location where the child was residing when abused/neglected to document any physical evidence of abuse/neglect. If parents do not cooperate, the worker seeks youth court or law enforcement for intervention. MDCPS workers may request a drug screen any time there is suspicion of drug or alcohol use. Medical examinations of child occur when there are specific allegations indicating injury which can be corroborated and verified by an examination; and the initial phases of the investigation reveal information indicating that a medical examination is necessary and warranted to determine whether there is evidence to substantiate any harm or maltreatment. Reasonable efforts are made to maintain children in their own home or with family and support services being made available to the family. However, if adverse safety and risk factors are identified during the investigative phase, the worker holds a Family Team Meeting (FTM) to determine if there are family members or extended family who can assist the parent/caretaker in making an appropriate safety plan that is in the child's best interest.

In Home Service Cases:

MDCPS knows that Mississippi children and families will thrive when parents are supported, prepared, and equipped to raise their own children in a safe, loving, and protective environment. To that end, we recognize that removing children from their families and placing them in foster care should be an intervention of last resort and that the first and greatest investment of our time and resources should be to protect and safely care for children in their own homes or that of a relative if possible. Direct care social workers provide the oversight of this process through open in-home service cases. Resources are coordinated for the children and families as well as regular visits to the child and family by the assigned social worker. The direct care workers also facilitate and coordinate more intensive in-home services provided by the subgrantees or contractors engaged by MDCPS. It is expected that this direct intervention and support work will result in more children being able to thrive in their own homes with their own family units as opposed to entering foster care.

Contractual:

Mississippi Centralized Intake (MCI) - MDCPS contracts to provide 24/7 call-answering staffing for Mississippi Centralized Intake, Mississippi's centralized hotline for receiving reports of suspected child abuse and neglect. Call-answering staff receives calls and e-reports through a web-placed platform from individuals who suspect that a child may have been abused or neglected. In doing so, these individuals administer a standardized set of screening questions, which are used by MDCPS's case management system to screen the reports for appropriate response. Such response, based on the answers to the screening questions, may include assignment for a child abuse or neglect investigation by an MDCPS

investigator, referral to law enforcement or another investigative body, referral to service providers outside MDCPS, or referral to MDCPS community-based network of service providers for coordinated response to reports involving infants affected by parental substance abuse at birth. The MCI process is the first part of an investigation of potential abuse, neglect, or exploitation.

Method of Measure: # Of Calls Received

Method of Delivery: Direct

Area Served: Statewide

Subsidies, Loans, and Grants:

Lower Tier Subgrants for In-Home Services

MDCPS will subgrant with vendors to provide in-home service programs for family preservation, reunification, and family support and sets forth conditions under which children may be safely maintained or safely returned to their homes. Safety for these children and youth is paramount. The primary goal of the program is to remove the risk of harm to the child rather than removing the child. This will provide intensive, home and community-based family preservation, reunification, and support services program for families with children who are at risk of out-of-home placement. These entities will aid MDCPS in this goal to remove the risk of harm to the child rather than removing the child by:

1. Reducing unnecessary out of home placements
2. Preventing and/or reducing child abuse and neglect
3. Improving family function
4. Enhancing parenting skills
5. Increasing access to social and formal and informal concrete supports
6. Addressing mental health and substance use issues
7. Reducing child behavior problems
8. Safely reunifying the family

Method of Delivery: Direct

Area Served: Statewide

Goals/Objectives:

1. Promote the safety and well-being of children and their families.
2. Preserve family unit where children's safety can be supported.
3. Maintain permanency for children

Outcomes:

1. Increase the number of families' needs assessed and connected to needed services within their own communities.
2. Decreased risk factors associated with reasons for service.

Measurement and Reporting: Monthly reporting is submitted to MDCPS to track progress and quarterly reports are submitted to evaluate clinical gains measured.

The vendors currently performing this role include:

Canopy Children's Solutions - Canopy serves as one of two providers of MDCPS's In-Circle intensive in-home family preservation services program. This program provides in-home supports to families with children at risk of being placed in MDCPS custody, or who recently have been reunified with their parents after being in MDCPS custody. The goals of the In-Circle program are to reduce or avoid the trauma of out-of-home placements/foster care/state custody, preventing and/or reducing child abuse and neglect, improving family functioning, enhancing parenting skills, increasing access to social and formal/informal concrete support systems and providers, addressing mental health and substance abuse issues, reducing child behavior problems, and safely reunifying families. Through In-Circle, the providers deliver both therapeutic and concrete supports designed to improve parental capacity to safely provide care to their children. In-Circle providers assess family needs, provide direct services, and coordinate with other community-based service providers to ensure family needs are met. These supports include, but are not limited to, transportation, mentorship program, assistance obtaining employment, affordable housing, monetary support for basic needs (i.e., hygiene, rent, home repairs, other bills), anger management, educational supports, and mental/physical healthcare connections.

Youth Villages - Youth Villages serves as one of two providers of MDCPS's In-Circle intensive in-home family preservation services program. This program provides in-home supports to families with children at risk of being placed in MDCPS custody, or who recently have been reunified with their parents after being in MDCPS custody. The goals of the In-Circle program are to reduce or avoid the trauma of out-of-home placements/foster care/state custody, preventing and/or reducing child abuse and neglect, improving family functioning, enhancing parenting skills, increasing access to social and formal/informal concrete support systems and providers, addressing mental health and substance abuse issues, reducing child behavior problems, and safely reunifying families. Through In-Circle, the providers deliver both therapeutic and concrete supports designed to improve parental capacity to safely provide care to their children. In-Circle providers assess family needs, provide direct services, and coordinate with other community-based service providers to ensure family needs are met. These supports include, but are not limited to, transportation, mentorship program, assistance obtaining employment, affordable housing, monetary support for basic needs (i.e., hygiene, rent, home repairs, other bills), anger management, educational supports, and mental/physical healthcare connections.

IV. PROGRAM REPORTS, EVALUATIONS, AND OUTCOMES

- A. The AR1K, a well-established methodology for measuring the caseloads of frontline caseworkers' caseload will be used. This methodology has been agreed to with the courts and the 2nd MSA modified Mississippi Settlement Agreement monitors. The data represents a point in time measurement as of the last day of the month for the measurement period. The data represents the total number of active services (by service type) by worker and in aggregate as of the measurement date.

To calculate the percentage of total work, the following is done:

Total number of open investigations

Total number of In-Home services (by family)
Total number of foster care services (responsibility and service) by child
Add all totals to provide total frontline caseload and divide each category into the total to provide the percentage of each group.

Goals/Objectives:

1. Assess the safety of children statewide in a timely manner.
2. Strengthen the ability of families to protect their children.
3. Intervene to protect children from harm.
4. Provide either a reunification or an alternative safe family for children.

Outcomes:

1. There will be an increase in the number of children being safely maintained in their homes when possible and appropriate.
2. There will be an increase in children having permanent and stable homes.
3. There will be an enhanced capacity of families to provide for their children's needs.

Method of Delivery: Direct

Area Served: Statewide

B. Reporting

1. Quarterly reports will be submitted to MDHS reporting the following numbers by county for the quarter:
 - a. Number of investigations open
 - b. Number of reunifications
 - c. Number of in-home services provided
 - d. Number of foster services provided
2. A closeout programmatic narrative will be submitted to MDHS within 45 days of the close of the grant period. It will address program goals and outcomes.

V. CONTINGENCY PLAN

Upon occurrence of some event impacting ability of MDCPS or Lower Tiers to provide services as originally proposed, MDCPS will continue to provide services as approved by the Administration for Children and Families (ACF) Children's Bureau including the use of technology to conduct virtual visits if authorized. MDCPS is committed to serving and protecting the children of the State of Mississippi and if no other method is available and approved for use, in home visits will continue with the use of personal protective equipment (PPE) to ensure the safety and well-being of the children and families being served.

EXHIBIT B
TANF 2022 SUBGRANT AGREEMENT
Mississippi Department of Child Protection Services
Budget/Budget Narrative

Program Budget

Program Salaries	Social Worker Provider Salary - Direct Investigations and In-home services to children and families. CFPS I-IV positions currently filled. Actual percent of caseload for investigations and in home case calculated by the AR1K Detail MCI staff 100%	\$ 8,261,016.93
	Administration 10%	\$ 237,517.33
	ASWS Supervisors for CFPS positions.	\$ 2,900,000.00
	Total Salaries	\$ 3,607,607.04
Program Fringes	Fringe for CFPS I-IV positions	\$ 3,057,635.60
	Fringe for ASWS	\$ 1,298,738.53
	Fringe for MCI - 100%	\$ 229,158.57
	Total Program Fringes	\$ 4,585,532.70
Program Travel	Travel for Social Workers & Supervisors	\$ 2,142,020.00
Contractual	Mississippi Centralized Intake - MDCPS contracts with Midtown Group to provide 24/7 call-answering staffing for Mississippi Centralized Intake, Mississippi's centralized hotline for receiving reports of suspected child abuse and neglect. Call-answering staff from Midtown receives calls and e-reports through a web-placed platform from individuals who suspect that a child may have been abused or neglected. In doing so, these individuals administer a standardized set of screening questions, which are used by MDCPS's casemanagement system to screen the reports for appropriate response. Such response, based on the answers to the screening questions, may include assignment for a child abuse or neglect investigation by an MDCPS investigator, referral to law enforcement or another investigative body, referral to service providers outside MDCPS, or referral to MDCPS community-based network of service providers for coordinated response to reports involving infants affected by parental substance abuse at birth.	\$ 1,221,050.00
	Total Contractual	\$ 1,221,050.00
SLG	Canopy Children's Solutions - Canopy serves as one of two providers of MDCPS's In-Circle intensive in-home family preservation services program. This program provides in-home supports to families with children at risk of being placed in MDCPS custody, or who recently have been reunified with their parents after being in MDCPS custody. The goals of the In-Circle program are to reduce or avoid the trauma of out-of-home placements/foster care/state custody, preventing and/or reducing child abuse and neglect, improving family functioning, enhancing parenting skills, increasing access to social and formal/informal concrete support systems and providers, addressing mental health and substance abuse issues, reducing child behavior problems, and safely reunifying families. Through In-Circle, the providers deliver both therapeutic and concrete supports designed to improve parental capacity to safely provide care to their children. In-Circle providers assess family needs, provide direct services, and coordinate with other community-based service providers to ensure family needs are met. These supports include, but are not limited to, transportation, mentorship program, assistance obtaining employment, affordable housing, monetary support for basic needs (i.e., hygiene, rent, home repairs, other bills), anger management, educational supports, and mental/physical healthcare connections and supports.	\$ 6,045,256.00
	Total SLG	\$ 6,045,256.00
	Total	\$ 29,000,000.00

Mississippi Department of Child Protective Services**Budget Breakdown**

	Admin	Programs		Total
Salaries		\$ 15,006,141.30	\$	15,006,141.30
Fringe		\$ 4,585,532.70	\$	4,585,532.70
Travel	\$ -	\$ 2,142,020.00	\$	2,142,020.00
Commodities	\$ -		\$	-
Contractual		\$ 1,221,050.00	\$	1,221,050.00
Capital Outlay (Equipment)	\$ -		\$	-
Capital Outlay (Other)	\$ -		\$	-
SL & G	\$ -	\$ 6,045,256.00	\$	6,045,256.00
Indirect Cost		\$ -	\$	-
Total	\$ -	\$ 29,000,000.00	\$ -	\$ 29,000,000.00

EXHIBIT F

MDHS DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	MS Dept of Child Protection Services
Authorized Official's Name	Andrea Sanders, Commissioner
UEI Number	N/A
Address	750 North State Street, Jackson, MS 39202
Phone Number	601-576-1566
Are you currently registered with www.sam.gov (Respond Yes or No)	No
Registration Status (Type Active or Inactive)	Inactive
Active Exclusions (Type Yes or No)	No

Federal Debarment Certification:

By signing below, I hereby certify that Subgrantee's Name/Contractor's Name is not on the list for federal debarment on www.sam.gov System for Award Management.

State of Mississippi Debarment Certification:

By signing below, I hereby certify that Subgrantee's Name/Contractor's Name is not on the list for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov System for Award Management or the State of Mississippi debarment list. 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.

DocuSigned by:

Andrea Sanders

6AE47908BB9A4F4...

Signature of Authorized Official
(No stamped signature)

9/15/2022

Date

**Mississippi Department of Human Services
Subgrantee Risk Assessment Matrix**

Subgrantee Name: MS Department to Child Protection Services
 Funding Division: Workforce Development and Partnership Management
 Mag/C Grantee ID: _____

Date: 9/20/2022
 Risk Level Assigned: High

Division Completing Row	Criteria	Low Risk	Medium Risk	High Risk	Weight	Assessment 0 = Low 1 = med 2 = High	Weighted Score	Notes
01G	Significant and/or substantiated instances of fraud	No current investigation or prior unsubstantiated investigation.	Current open investigation, unable to determine at this time if findings are substantiated or prior substantiated investigation of fraud over five (5) years old. Decision at the discretion of the Office of Inspector General.	Current open investigation with potential instances of fraud identified or prior substantiated fraud investigation within the last five (5) years. Stop assessment and do not use this subrecipient.	3	0	0	
Subgrants Management	Debarred entity or suspended subrecipient. <i>2 CFR § 200.206 (d)</i>	No	No prior dealing and mature (>10 years) or prior dealings with MDHS and >5 years	Yes—stop assessment and do not use this subrecipient without explicit written approval from the Executive Director. Start-up (<5 years)	3	0	0	
Subgrants Management	Maturity of subgrantee Organization	Prior dealings with MDHS and mature (>10 years)	Medium (\$250,001-749,999)	Large (\$750,000+)	2	0	0	
Subgrants Management	Amount of Award	Small (0-\$250,000)	System less qualified to handle large amounts of federal money (Financial audit conducted but no OMB single audit)	No systems are in place or systems are new (system established <5 years)	2	2	4	
Subgrants Management	Accounting System Established <i>2 CFR § 200.332 (b)(3)</i>	System has been approved (existing OMB single audit is an indicator)	Uses procurement policies/processes to comply with OMB procurement guidelines for purposes of project participation	Ad hoc or lacking internal controls	3	0	0	
Subgrants Management	Procurement Systems	Has established procurement policies to comply with OMB procurement guidelines	Previous positive experience Ex. Timely submission of accurate documentation; Subgrantee monitors lower-tier contractors.	New subrecipient or previous negative experience. Ex. Outstanding requests for documentation; No information and/or repeated noncompliance of lower-tier contractors.	2	0	0	
Subgrants Management	MDHS Prior Experience with subgrantee <i>2 CFR § 200.206 (B)(2)(iii); 2 CFR § 200.332 (b)(3)</i>	Previous positive experience Ex. Timely submission of accurate documentation; Subgrantee monitors lower-tier contractors.	Portion of the targeted population does not adequately align with the program (Needs of the program aren't fully aligned with program requirements, however subgrantee has the ability to become aligned with program requirements); Performance measures: partially meeting	Target population does not align with the program requirements. Performance measures do not meet the program requirements of the target population.	2	2	4	New Subgrantee
Subgrants Management	Statement of Work and Deliverables <i>2 CFR § 200.206 (B)(2)(v)</i>	Proposed target population aligns with program; Performance measures meet and/or exceeds program requirements of target population.	Property not in correct location (Transfer not completed) Ex. Property is not properly tagged and/or inventoried. Ex. Not completing transfer documents when an asset moves locations; Untimely/inaccurate documentation submitted	Property not purchased within the required timeframe; Missing property and/or documentation. Ex. Purchasing assets outside timeframe allotted; Outstanding requests for documentation	3	0	0	
Property Division	MDHS Property Prior Experience with subgrantee	Previous positive experience Ex. Timely submission of documentation; Updates all documentation through the life of an asset	Has annual OMB single audit on file	Does not have an annual financial audit OR Annual Audit/Independent Auditors Report has findings. Ex. Not previously monitored; moderate to significant findings; timely corrective action not taken	3	0	0	
Division of Monitoring	OMB Single Audit or Audit Report on File <i>2 CFR § 200.206 (B)(2)(iv)</i>	Has annual OMB single audit on file	Moderate findings; timely corrective action taken	Does not have an annual financial audit OR Annual Audit/Independent Auditors Report has findings. Ex. Not previously monitored; moderate to significant findings; timely corrective action not taken	3	2	6	New Subgrantee
Division of Monitoring	Result of Previous Monitoring or other Site Visits	None or minor findings; timely corrective action taken			3	2	6	New Subgrantee
					Total Risk Score:		20	Risk Level:

Risk Level Assignment & Action	
Low 0 - 15	No action necessary
Medium 16-25	As appropriate seek guidance from Deputy Executive Directors. If deemed appropriate a monitoring technical assistance visit will be scheduled within the first three (3) months of subgrant period.
High ≥ 25	As appropriate seek guidance from Deputy Executive Directors. A monitoring technical assistance visit will be scheduled within the first three (3) months of subgrant period. Requires signature from Deputy Executive Director of Programs or designee and Chief Compliance Officer or designee before approval.

General Instructions:

- * Risk analysis assessment procedures must be applied each time a new subaward is issued and may be applied if a modification is made to an existing award (e.g., change in scope, budgetary changes).
- * This procedure applies to any federal subaward activity subject to the Uniform Guidance.
- * The weighted risk assessment score will determine actions required.
- * Current subgrantee reports are considered each time the procedure is applied.

****Note: Judgement should be used in making the final assessment. Additionally, a single high risk ranking may designate the grant as high risk, regardless of total score.**

Subgrants Management Signature: _____ Date: 9/21/2022
 _____ Date: 9/21/2022
 _____ Date: 9/21/2022
 _____ Date: 9/23/2022
 _____ Date: 9/26/2022
 _____ Date: 9/26/2022
 _____ Date: 9/26/2022

EXHIBIT A
TANF SUBGRANT AGREEMENT
MS Department of Child Protection Services
Scope of Services

I. SERVICES SUMMARY

The Mississippi Department of Child Protection Services (MDCPS) mission is to lead Mississippi's efforts in keeping children and youth safe by strengthening families, preventing child abuse, neglect, and exploitation, and promoting child and family well-being and permanent family connections.

MDCPS will expend Temporary Assistance for Needy Families (TANF) funding to encourage the formation and maintenance of two-parent families and to ensure children are cared for in their own homes or with a relative when possible.

II. SERVICE AREA DESCRIPTION/NUMBER OF PARTICIPANTS SERVED

A. Area Served: Statewide, which includes every county office in all 82 counties. FFY 2,274 in home cases. Hours of operation: 8 AM -5 PM, Monday through Friday.

B. MDCPS POC: Bridgette Bell, MDCPS Operations Officer
MDCPS
750 North State Street
Jackson, MS 39201
Phone: (601) 359-4495
Email: Bridgette.Bell@mdcps.ms.gov

III. SCOPE OF TANF SERVICES PROVIDED

Social Worker Provider Services: Social Worker Provider positions, Social Services Specialist I-II and Social Service Team Leads, provide for the protection of children and support for family unit preservation. This will include salaries and fringe of those Social Services I-II and Social Service Team Leads who are conducting Investigations and managing in-home service cases.

In Home Service Cases: MDCPS knows that Mississippi children and families will thrive when parents are supported, prepared, and equipped to raise their own children in a safe, loving, and protective environment. To that end, we recognize that removing children from their families and placing them in foster care should be an intervention of last resort and that the first and greatest investment of our time and resources should be to protect and safely care for children in their own homes or that of a relative if possible. Direct care social workers provide the oversight of this process through open in-home service cases. Resources are coordinated for the children and families as well as regular visits to the child and family by the assigned social worker. The direct care workers also facilitate and coordinate more intensive in-home services provided by the subgrantees or contractors engaged by MDCPS. It is expected that this direct intervention and support work will result in more children being able to thrive in their own homes with their own family units as opposed to entering foster care.

IV. PROGRAM REPORTS, EVALUATIONS, AND OUTCOMES

A. The AR1K, a well-established methodology for measuring the caseloads of frontline caseworkers' caseload will be used. This methodology has been agreed to with the courts and the 2nd MSA modified Mississippi Settlement Agreement monitors. The data represents a point in time measurement as of the last day of the month for the measurement period. The data represents the total number of active services (by service type) by worker and in aggregate as of the measurement date. To calculate the percentage of total work is calculated by adding the total number of open investigations, the total number of In-Home services (by family), and the total number of foster care services (responsibility and service) by child to get the frontline caseload. Then each category is divided into the frontline caseload to provide the percentage of each group.

Goals/Objectives:

1. Assess the safety of children statewide in a timely manner.
2. Strengthen the ability of families to protect their children.
3. Intervene to protect children from harm.
4. Provide either a reunification or an alternative safe family for children.

Outcomes:

1. There will be an increase in the number of children being safely maintained in their homes when possible and appropriate.
2. There will be an increase in children having permanent and stable homes.
3. There will be an enhanced capacity of families to provide for their children's needs.

Method of Delivery: Direct

Area Served: Statewide

B. Reporting

1. Quarterly reports will be submitted to MDHS reporting the following numbers by county for the quarter:
 - a. Number of investigations open
 - b. Number of reunifications
 - c. Number of in-home services provided
 - d. Number of foster services provided
2. A closeout programmatic narrative will be submitted to MDHS within 45 days of the close of the grant period. It will address program goals and outcomes.

V. CONTINGENCY PLAN

Upon occurrence of some event impacting ability of MDCPS or Lower Tiers to provide services as originally proposed, MDCPS will continue to provide services as approved by the Administration for Children and Families (ACF) Children's Bureau including the use of technology to conduct virtual visits if authorized. MDCPS is committed to serving and protecting the children of the State of Mississippi and if no other method is available and approved for use, in home visits will continue with the use of personal protective equipment (PPE) to ensure the safety and well-being of the children and families being served.

EXHIBIT B
TANF 2022 SUBGRANT AGREEMENT
Mississippi Department of Child Protection Services
Budget/Budget Narrative

Program Budget

Salaries	<p>Social Worker Provider - Direct Investigations and In-home services to children and families. <u>Social Services Specialist I-II</u> positions currently filled. Actual percent of caseload for investigations and in home case calculated by the ARIK Detail</p> <p>387 Social Services Specialist Is x \$37,405 Max Salary x 53% FTE \$7,672,140</p> <p>464 Social Services Specialist IIs x \$47,523 Max Salary x 53% FTE \$11,686,857</p>	<p>\$7,672,140</p> <p>\$11,686,857</p>
Social Services Team Lead Supervisors	<p>Social Services Team Lead Supervisors - supervise Social Services Specialist positions</p> <p>210 Social Services Team Leads x \$56,435 Max Salary x 53% FTE (reduced by \$5,136,774, so as not to exceed budget)</p>	<p>\$1,144,442</p>
		\$20,503,439
Fringes	<p>387 SS Specialist I's \$7,672,140 gross salaries x 42.3% max fringe rate \$3,245,316</p> <p>464 SS Specialist II's \$11,686,857 gross salaries x 41.01% max fringe rate \$4,792,781</p> <p>210 SS Team Lead Supervisors x \$1,144,443 gross salaries x 40.06% max fringe rate \$458,464</p>	<p>\$8,496,561</p>
		\$29,000,000

*Fringe rate average of 41.44% requires justification letter.

MDCPS Budget Breakdown 9/15/2022

	Admin	Programs	Total
Salaries	\$ -	\$ 20,503,439.00	\$ 20,503,439.00
Fringe	\$ -	\$ 8,496,561.00	\$ 8,496,561.00
Travel	\$ -	\$ -	\$ -
Commodities	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -
Capital Outlay (Equipment)	\$ -	\$ -	\$ -
Capital Outlay (Other)	\$ -	\$ -	\$ -
SL & G	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -
Total	\$ -	\$ 29,000,000.00	\$ 29,000,000.00



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**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES
DIVISION OF ECONOMIC ASSISTANCE ELIGIBILITY
SUBGRANT AGREEMENT**

SUBGRANT AGREEMENT NUMBER: #

The **MISSISSIPPI DEPARTMENT OF HUMAN SERVICES, DIVISION OF WORKFORCE DEVELOPMENT AND PARTNERSHIP MANAGEMENT** hereinafter referred to as "MDHS," and Mississippi Department of Child Protection Services, 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 FFY 2023 TANF services of the Subgrantee.

**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.



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SECTION III TERM OF AGREEMENT

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning October 1, 2022 or after all parties have signed, whichever is later, and end September 30, 2023.

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 Twenty-Nine Million Dollars (\$29,000,000.00) or 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 Twenty-Nine Million Dollars (\$29,000,000.00) 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 will be distributed by **Cost Reimbursement** as referenced on the Subgrant/Contract Signature Sheet, Item 6. Cost Reimbursement claims shall be accompanied by Subgrantee's General Ledger, Monthly Expenditure Report Form and required Participant Data that reflects participants served during the prior month. All subgrant payments shall comply with the most current version of the MDHS Subgrant Manual. 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



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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**



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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



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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



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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 current 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), MDHS Subgrant Agreement Manual Acceptance Form (Exhibit E), MDHS Debarment Verification Form (Exhibit F), Minority Vendor Verification (Exhibit G) and Sub-Recipient Risk Assessment (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



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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



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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 current 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 current 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
RESPONSIBILITY FOR CLAIMS***

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own, principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or



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omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers. **To be used with other state agencies, towns, universities, community colleges, city schools.**

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 disbursement of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDHS, as required, necessary and proper vouchers, documentation and otherwise to support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-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. Further, Subgrantee agrees to provide access to the records within a reasonable time, and in any case no later than fourteen (14) days from the date of the request. Subgrantee agrees that failure



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to provide access to records when requested by MDHS or its designee, shall result in Subgrantee being subject to MDHS seeking relief from a court of record in the county in which Subgrantee conducts business. Subgrantee agrees to indemnify the MDHS for any and all costs, including attorney's fees and related costs which MDHS incurs in pursuing such court action. At the sole discretion of MDHS, if the Subgrantee is operating under a current Subgrant, MDHS may elect to suspend payments on that Subgrant until such time as the Subgrantee fulfills the request for documents.

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 current 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



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(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 current MDHS Subgrant Agreement Manual, 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.



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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



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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 current 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



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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 the current 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."



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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.



Revised 1/29/2021

Mississippi Department of Human Services

By: ^{DocuSigned by:} Robert G. Anderson
074E23DE4126455
Authorized Signature

Printed Name: Robert Anderson

Title: Executive Director

Date: 9/30/2022

Mississippi Department of Child Protection Services

By: ^{DocuSigned by:} Andrea Sanders
6AE47908BB9A4F4
Authorized Signature

Printed Name: Andrea Sanders

Title: Commissioner

Date: 9/30/2022

EXHIBIT C

Title 18: Mississippi Department of Human Services

Part 8: MDHS Subgrant Manual

Chapter 3: Regulations, Certifications and Standard Assurances

Subgrantees are to comply with the regulations, policies, guidelines, and requirements imposed by the federal sponsoring agency and MDHS. Subgrantees are to comply with State statutes and implementing regulations that may also be applicable. Federal and State requirements include the specific program regulations applicable to each individual award as specified in the subgrant agreement.

Current federal regulations are available on the Internet at the following sites:

1. Code of Federal Regulations – www.ecfr.gov
2. Federal Register – <https://www.federalregister.gov/>
3. OMB Circulars – www.whitehouse.gov/omb

Please refer to 2 C.F.R. §200 Subparts A-F that are particularly applicable to subgrantees, which includes Executive Orders, Federal Regulations, and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards, as implemented by the various Federal grantor agencies. Please note that these rules and regulations are subject to change and it is the Subgrantee's responsibility to maintain compliance with all applicable rules, regulations, standard assurances and certifications as updated.

Subgrantees holding and administering an MDHS subgrant shall satisfactorily complete any MDHS required training related to MDHS policy, and Federal and State regulations. Subgrantees will be responsible for ensuring lower tier recipients adhere to the requirements as outlined in any MDHS subgrant training as well as any changes and/or updates to MDHS policy, and Federal and State requirements.

Each subgrantee and any lower-tier sub-recipient must assure compliance with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency, any applicable state statutes and MDHS. There may be additional assurances required by certain Federal awarding agencies. Therefore, all subgrantees are responsible for knowing the specific requirements of their awards.

Certifications

Each subgrantee must certify in writing that it will comply with the following regulations:

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

2. Suspension and debarment: Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders 12549 and 12689 Debarment and Suspension;
3. Drug-Free Workplace: Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
4. Unresolved Monitoring and Audit Findings; and
5. Fidelity Bond Coverage.

Standard Assurances

The Subgrantee assures the following:

1. The Subgrantee 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. The Subgrantee shall give MDHS, the State Auditor's Office, the Federal grantor agency, 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 any items related to the subgrant for as long as these records are required to be retained;
3. The Subgrantee 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 the 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 Form: Cost Reimbursement (MDHS-BACS-001). If any litigation, claim, audit, or action has begun before the expiration of the three (3) year period, subgrantee 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 (3) year period, whichever is later, and will obtain written approval from the MDHS Privacy Officer prior to destroying any such items as described above upon the expiration of the above-stated period. The request shall be completed by submission of the 'Request of Dispose of Records' form (MDHS-DOM-001);
4. The Subgrantee shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. The Subgrantee shall provide, in a timely manner, written disclosure, and all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subgrant;

6. The Subgrantee shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, and constitutes or presents the appearance of any other personal or organizational conflict of interest or personal gain;
7. The Subgrantee shall comply with all Federal and State statutes to discrimination, including, but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, prohibiting discrimination on basis of race, color, or national origin;
 - b. Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;
 - c. Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination of the sale, rental, or financing of housing;
 - d. Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;
 - e. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;
 - f. Section 11(c) of the Food and Nutrition Act of 2008, as amended prohibiting discrimination in SNAP on the basis of race, sex, religious creed, national origin, or political beliefs.
 - g. Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of disability;
 - h. Title I, Title II and Title III of the Americans with Disabilities Act (ADA) (1990), as amended by the ADA Amendments Act of 2008;
 - i. Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and disability;
 - j. Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse;
 - k. 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;
 - l. Section 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and
 - m. 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 nondiscrimination statute(s) that may apply to this subgrant or award.
8. The Subgrantee shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by individuals with disabilities in accordance with the 2010 ADA Standards for Accessible Design;
9. The Subgrantee must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to programs, services, and benefits. Subgrantees that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in violation of Title VI of the Civil Rights Act of 1964. Public entities and public accommodations also must ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants,

participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Subgrantees, public entities and public accommodations that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) of 1990, as amended, by the ADA Amendments Act of 2008.

10. The Subgrantee shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal assisted programs. These provisions apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases;
11. The Subgrantee 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. The Subgrantee 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 agreements;
13. The Subgrantee shall conform with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by EO 11375, and as supplemented in Department of Labor regulations (41 C.F.R. § 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;
14. The Subgrantee shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
15. The Subgrantee shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OBM’s Standards for a Merit System of Personnel Administration;
16. The Subgrantee 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 the insurable construction and acquisition is \$10,000 or more;
17. The Subgrantee shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residential structures;
18. The Subgrantee shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974;
19. The Subgrantee 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 Executive Order 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) conformity of Federal actions to State (Clean Air) implementation plans under Section 176 of the Clean Air Act of 1955, as amended; (d) protection of underground sources of drinking water

- under the Safe Drinking Water Act of 1974, as amended; (e) Protection of endangered species under the Endangered Species Act of 1973, as amended; (f) Section 6002 of the Resource Conservation and Recovery Act; (g) the Coastal Barriers Resources Act; (h) protection of Wetlands pursuant to EO 11988; (i) evaluation of flood hazards in flood plains in accordance with EO 11988; and (j) assurance of project consistency with the approved State Management Program developed under the Coastal Zone Management Act of 1972;
20. The Subgrantee 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. The Subgrantee shall comply with Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm-blooded animals held for research, development and related activities supported by this subgrant;
 22. The Subgrantee 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;
 23. The Subgrantee shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
 24. The Subgrantee shall assure all funds received shall be used only to supplement services and activities that promote the purpose for which the grant is awarded and not supplant, unless specifically authorized by the program regulations and MDHS;
 25. The Subgrantee 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, including but not limited to all documentation/information required by MDHS for federal reporting purposes.
 26. The Subgrantee shall comply with The Privacy Act of 1974 (5 U.S.C. 552a) related to gathering and disclosing of information and documentation maintained on individuals;
 27. The Subgrantee shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a Data Universal Number (DUNS) and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA;
 28. The Subgrantee shall comply with the Program for Enhancement of Contractor Employee Whistleblower Protections (48 C.F.R. §3.908-3, 48 C.F.R. §52.203-17 and 41 U.S.C. §4712). Specifically, the subgrantee/lower-tier sub-recipient shall provide written notification to all employees of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 C.F.R. §3.908 of the Federal Acquisition Regulation. Subgrantees shall also include in each agreement with lower-tier sub-recipients the required whistleblower provisions, as mandated in 48 C.F.R. §52.203-17.
 29. The Subgrantee shall provide the required certification regarding lobbying to comply with Section 319, PL 101-121 (31 U.S.C. 1352);
 30. 30. The Subgrantee shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders' 12549 and 12689 Debarment and Suspension;
 31. The Subgrantee shall provide certification to comply with the Drug-Free Workplace Act of 1988.

Subgrantees are responsible for ensuring that any lower-tier sub-recipients are compliant with the above listed regulations, certifications, and assurances, as well as 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 original Subgrant, including but not limited to all documentation/information required by MDHS for federal reporting purposes.

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

Mississippi Department of Child Protection Services

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

750 North State Street, Jackson, MS 39202

TYPED NAME AND TITLE OF THE SUBGRANTEE’S AUTHORIZED REPRESENTATIVE:

Andrea Sanders, Commissioner

Bridgette Bell, Deputy Commissioner-Finance and Administration

SIGNATURE OF SUBGRANTEE’S AUTHORIZED REPRESENTATIVE AND DATE:

<p>DocuSigned by: <i>Andrea Sanders</i> 9/28/2022 11:40 AM CDT</p> <p><small>0AE47906BB9A4F4...</small></p>	<p>DocuSigned by: <i>bridgette bell</i> 9/15/2022 11:34 AM CDT</p> <p><small>2404274DE93B464...</small></p>
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Board Member's Notification of Liability Form
Revised October 13, 2020

EXHIBIT D

FOR NON STATE AGENCIES ONLY

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

MDHS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant.

The Subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement of this effect prior to receiving funds under this subgrant.

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

Signature of Entity's Director _____

Name: _____

Organization: _____

Date: _____

Witness: _____

Date: _____

FOR STATE AGENCIES ONLY

Department of Child Protection Services
_____ is a state agency; therefore, this form does not apply.

DocuSigned by:

Andrea Sanders

Signature of Authorized Official
(No stamped signature)

9/22/2022 | 9:47 AM CDT

Date

DocuSigned by:

bridgette bell

2191274DE83B451...

9/22/2022 | 9:45 AM CDT

EXHIBIT E

MDHS Subgrant Manual Acceptance Form

Subgrant Manual Coordinator

Each Subgrantee should designate a Mississippi Department of Human Services Subgrant 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 MS Dept of Child Protection Services, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the current MDHS Subgrant Manual.

DocuSigned by:
Andra Sanders
0AE47908BB9A4F4...
Signature

9/15/2022
Date

Commissioner
Title

MS Dept of Child Protection Services
Organization

EXHIBIT F

MDHS DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	MS Dept of Child Protection Services
Authorized Official's Name	Andrea Sanders, Commissioner
UEI Number	N/A
Address	750 North State Street, Jackson, MS 39202
Phone Number	601-576-1566
Are you currently registered with www.sam.gov (Respond Yes or No)	No
Registration Status (Type Active or Inactive)	Inactive
Active Exclusions (Type Yes or No)	No

Federal Debarment Certification:

By signing below, I hereby certify that MS Department of Child Protection Services is not on the list for federal debarment on www.sam.gov System for Award Management.

State of Mississippi Debarment Certification:

By signing below, I hereby certify that SS Department of Child Protection Services is not on the list for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov System for Award Management or the State of Mississippi debarment list. 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.

DocuSigned by:

Andrea Sanders

6AE47908BB9A4F4...

Signature of Authorized Official
(No stamped signature)

9/15/2022

Date

EXHIBIT G

STATE OF MISSISSIPPI
Minority Vendor Self Certification Form

Please complete the following information on this form and return it immediately to the Mississippi Department of Finance and Administration, Attention: Minority Vendor Self Certification, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to...

Name of Business: MS Dept of Child Protection Services
Address: 750 North State Street Office Box:
City: Jackson State: MS Zip: 39202
Telephone #: 601-576-1566 Tax I.D.:
SAAS Vendor #s (if known):

MINORITY STATUS

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

APPLICABLE X NOT APPLICABLE

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

Minority Business Enterprise

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

Women Business Enterprise

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

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

Business: MS Dept of Child Protection Services Certified by: Andrea Sanders
Date: 9/15/2022 Title: Commissioner Name Printed: Andrea Sanders

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 ACT 15 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.mississippi.org and www.4.law.cornell.edu

Exhibit H

Sub-recipient Risk Assessment

The purpose of this form is to capture information needed for a Sub-recipient Risk Assessment. Please check one block that best describes your organization's Accounting System, Procurement System and Audits.

Name of Organization:

		<i>Please Check One</i>
Accounting System Established	System has been approved (existing OMB single audit is an indicator)	<input checked="" type="checkbox"/>
	System less qualified to handle large amounts of federal money (Financial audit conducted but no OMB single audit)	<input type="checkbox"/>
	No systems are in place or systems are new (system established <5 years)	<input type="checkbox"/>

		<i>Please Check One</i>
Procurement Systems	Has established procurement policies to comply with OMB procurement guidelines	<input checked="" type="checkbox"/>
	Uses procurement policies/processes to comply with OMB procurement guidelines for purposes of project participation	<input type="checkbox"/>
	Ad hoc or lacking internal controls	<input type="checkbox"/>

		<i>Please Check One</i>
OMB Single Audit or Audit Report on File	Annual OMB single audit	<input checked="" type="checkbox"/>
	Annual third-party financial audit	<input type="checkbox"/>
	No annual financial audit	<input type="checkbox"/>

I certify the information provided above is correct.

Signature: Andrea Sanders
GAE47908BB9A4F4...

Printed Name: Andrea Sanders

Title: Commissioner

Date: 9/15/2022

EXHIBIT I

CONFLICT OF INTEREST DISCLOSURE AND COMPLIANCE CERTIFICATION

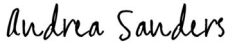
The undersigned, for and on behalf of MS Dept of Child Protection Services, hereby certifies MS Dept of Child Protection Services maintains a written code or standards of conduct governing the performance of its officers, employees and agents to safeguard against nepotism and conflicts of interest and that reflect compliance with federal and state procurement requirements. (Refer to 45 C.F.R. Parts 75 and 92, 2 C.F.R. Part 200 and Miss. Code Ann. §§ 25-1-53, 25-4-105 and 31-7-13).

Except as otherwise fully disclosed below (attach additional pages as needed), the undersigned, for and on behalf of MS Dept of Child Protection Services, has made inquiry and, to the best of his or her knowledge and belief, hereby certifies no nepotism or actual or potential conflict of interest exists with respect to its officers, employees and agents and MS Dept of Child Protection Services is in compliance with all applicable laws, regulations, policies, guidelines and requirements as to nepotism and conflicts of interest. MS Dept of Child Protection Services does not now employ or retain any person related by blood or marriage within the third degree, computed by the rule of the civil law, to its employees, consultants, members of governing bodies, or others who may be involved in grant-supported activities.

The undersigned, for and on behalf of MS Dept of Child Protection Services, further certifies that is has and will continue to exercise due diligence to safeguard against nepotism and conflicts of interest and, in the event future circumstances arise involving nepotism and/or which create an actual, potential or apparent conflict of interest, MS Dept of Child Protection Services will disclose to MDHS, in a timely manner and in writing, all relevant underlying facts and circumstances and will remove or mitigate, to MDHS's satisfaction, the nepotism and/or conflict of interest (or apparent conflict of interest).

The undersigned, for and on behalf of MS Dept of Child Protection Services, acknowledges it is responsible for ensuring subcontractors or lower-tier sub-recipients comply with all Federal and State laws, regulations and policies prohibiting nepotism and/or conflicts of interest and, in the event future circumstances arise involving nepotism and/or or which create an actual, potential or apparent conflict of interest, MS Dept of Child Protection Services will disclose to MDHS, in a timely manner and in writing, all relevant underlying facts and circumstances and ensure the subcontractor or lower-tier sub-recipient removes or mitigates, to MDHS's satisfaction, the nepotism and/or conflict of interest (or apparent conflict of interest).

I declare that the foregoing is true and correct.

DocuSigned by:

6AE47908BB9A4E4
Signature of Authorized Official

9/15/2022
Date of Execution



Revised January 13, 2021

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
ADMINISTRATIVE REVIEW MEMORANDUM
SUBGRANTS ONLY**

TO: Director, Workforce Development and Partnership Management
Director, Division of Budgets and Accounting
Director of Monitoring, Office of Compliance
Office of Attorney General
Deputy Executive Director of Economic Program

FROM: Carla Conyers, Subgrant Unit Director



DATE: September 26, 2022

RE: REVIEW OF THE ATTACHED DOCUMENT

Requesting Division: Economic Assistance Eligibility

Description of the attached document: **New FFY 2022 TANF MDHS Division of Workforce Development and Partnership Management and the MS Department of Child Protection Services.**

Please review the attached and return with appropriate comments or concurrences to: Richard Slaughter at Richard.slaughter@mdhs.ms.gov / (601) 359-4767.

<p>DocuSigned by: <u>Nathan Smith</u> 45E724462C9240E1 Director, Funding Division</p>	<p>Date: <u>9/26/2022</u></p>	
<p>DocuSigned by: <u>Sandra Stasher</u> 95A394D18F494F2 Subgrants Management-Sr. Attorney</p>	<p>Date: <u>9/27/2022</u></p>	
<p>DocuSigned by: <u>Debra Dixon</u> 580AF7E5F4314F9 Director, Budgets and Accounting</p>	<p>Date: <u>9/27/2022</u></p>	
<p>DocuSigned by: <u>Laketha Gilmore</u> 6898368E87704F9 Director of Monitoring, Office of Compliance</p>	<p>Date: <u>9/28/2022</u></p>	<p>See Attached: </p>
<p>DocuSigned by: <u>Sylvester Goss</u> 441FC4C5A5CA42A Office of the Attorney General</p>	<p>Date: <u>9/29/2022</u></p>	<p>See Attached: </p>
<p>DocuSigned by: <u>Shenetta Drone</u> 92F541E388904991 Deputy Executive Director</p>	<p>Date: <u>9/30/2022</u></p>	

