

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

MDHS FUNDING DIVISION: FIELD OPERATIONS

<b>1. SUBGRANTEE'S NAME, ADDRESS &amp; PHONE NUMBER</b> <u>The Family Resource Center of Northeast Mississippi</u> <u>425 Magazine Street</u> <u>Tupelo, Mississippi 38804</u> <u>(662) 844-0013</u> <b>DUN'S NUMBER:</b> <u>964896521</u> <b>SUBGRANTEE'S FISCAL YEAR END DATE:</b> <u>31-Dec</u> <b>NAME/TITLE OF OFFICERS: (SUBGRANT ENTITY)</b> <u>Christi Webb, Executive Director</u>  <b>CONTACT PERSON:</b> <u>Christi Webb</u> <b>FAX:</b> <b>EMAIL:</b> <u>cwebb@frcnms.org</u> <b>PHONE NUMBER:</b> <u>(662) 844-0013</u>	<b>2. EFFECTIVE DATE:</b> <u>October 1, 2018</u> <u>October 1, 2018</u> <b>3. AGREEMENT NUMBER:</b> <u>6014975/6014976</u> <b>4a. GRANT IDENTIFIER (funding source and year):</b> <u>TANF 2019</u> <b>b. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) #:</b> <u>93.558</u> <b>5. BEGINNING AND ENDING DATES:</b> <u>October 1, 2018</u> through <u>September 30, 2019</u> <b>6. SUBGRANT PAYMENT METHOD:</b>  <input checked="" type="checkbox"/> CURRENT NEEDS/CASH ADVANCE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER  <b>7. PAGE 1 OF 4</b>
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<b>8. THE FOLLOWING FUNDS ARE OBLIGATED:</b>			
FEDERAL	\$	10,600,000.00	
STATE	\$	-	ADMINISTRATION
OTHER	\$	-	SERVICES
<b>TOTAL</b>	<b>\$</b>	<b>10,600,000.00</b>	OTHER
			<b>TOTAL</b>
			\$ 521,364.50
			\$ 10,078,635.50
			\$ -
			<b>\$ 10,600,000.00</b>

**9. THE SUBGRANTEE AGREES TO ADMINISTER THIS SUBGRANT IN ACCORDANCE WITH ALL FEDERAL AND/OR STATE PROVISIONS THAT ARE APPLICABLE TO SAID SUBGRANT. THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN:**

a. SUBGRANT SIGNATURE SHEET b. BUDGET SUMMARY c. COST SUMMARY SUPPORT SHEET d. BUDGET NARRATIVE e. SUBGRANT AGREEMENT 1) SCOPE OF SERVICES 2) GENERAL TERMS AND PROVISIONS	3) STANDARD ASSURANCES POLICY 4) DEBARMENT POLICY 5) DRUG FREE WORKPLACE POLICY 6) SUBGRANT MANUAL ACCEPTANCE f. VERIFICATION OF 25% FIDELITY BOND g. COPY OF BOARD RESOLUTION (if applicable) h. COST ALLOCATION PLAN & INDIRECT COST RATES
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**10. IDENTIFICATION OF OTHER FUNDING (List all other funds requested, anticipated or held over from prior years dedicated to this or similar programs including Federal, State, Local or Private funds. If additional space is needed, please attach typed pages).**

SOURCE	PURPOSE	CONTRACT #	PERIOD (dates)	AMOUNT
<u>n/a</u>				\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

**11. APPROVED FOR MDHS:**

DocuSigned by:  
 BY: John Davis DATE: 10/5/2018  
John Davis  
 Executive Director  
 TITLE

**12. APPROVED FOR SUBGRANTEE:**

DocuSigned by:  
 BY: Christi Webb DATE: 10/2/2018  
Christi Webb  
 Executive Director  
 TITLE



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

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

<b>1. Applicant Agency</b>		<b>3. Grant ID</b>		<b>4. Beginning</b>		<b>5. Ending</b>			
The Family Resource Center of Northeast Mississippi		TANF 2019		October 1, 2018		September 30, 2019			
<b>2. Agreement Number</b>		<b>6. Activity</b>							
6014975		Administration							
<b>7. For MDHS Use Only</b>				<b>9. Budget</b>					
<b>8. Budget Category</b>				<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Program</b>	<b>In-Kind</b>	<b>Total</b>
Salaries				\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ 425,000.00
Fringe				\$ 96,364.50	\$ -	\$ -	\$ -	\$ -	\$ 96,364.50
<b>TOTAL</b>				<b>\$ 521,364.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 521,364.50</b>

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

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

<b>1. Applicant Agency</b> The Family Resource Center of Northeast Mississippi		<b>3. Grant ID</b> TANF 2019		<b>5. Ending</b> September 30, 2019			
<b>2. Agreement Number</b> 6014976		<b>4. Beginning</b> October 1, 2018					
<b>6. Budget Activity</b> Support Services							
7. For MDHS Use Only	8. Budget Category	9. Budget					
		Federal	State	Local	Program	In-Kind	Total
	Salaries	\$ 6,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000.00
	Fringe	\$ 1,661,400.00	\$ -	\$ -	\$ -	\$ -	\$ 1,661,400.00
	Travel	\$ 175,000.00	\$ -	\$ -	\$ -	\$ -	\$ 175,000.00
	Contractual Services	\$ 720,000.00	\$ -	\$ -	\$ -	\$ -	\$ 720,000.00
	Commodities	\$ 747,235.50	\$ -	\$ -	\$ -	\$ -	\$ 747,235.50
	SL&G	\$ 675,000.00	\$ -	\$ -	\$ -	\$ -	\$ 675,000.00
	Equipment	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
	<b>TOTAL</b>	<b>\$ 10,078,635.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,078,635.50</b>

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

**SUBGRANT AGREEMENT NUMBER: # 6014975/6014976**

The **MISSISSIPPI DEPARTMENT OF HUMAN SERVICES, DIVISION OF ECONOMIC ASSISTANCE**, hereinafter referred to as "MDHS," and **FAMILY RESOURCE CENTER OF NORTHEAST MISSISSIPPI**, 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 TANF Families First Resource Center 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, 2018, or after all parties have signed, whichever is later, and end September 30, 2019.

**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 Ten Million Six Hundred Thousand Dollars and Zero Cents (\$10,600,000.00) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets and Budget Narrative attached hereto as Exhibit B and incorporated herein.

**B. MAXIMUM LIABILITY**

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of Ten Million Six Hundred Thousand Dollars and Zero Cents (\$10,600,000.00) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIII of the Agreement.

**C. CONSIDERATION AND METHOD OF PAYMENT**

Payment method is either by **Cost Reimbursement or Cash Advance** as referenced on the Subgrant/Contract Signature Sheet, Item 6. Eligible expenses are outlined in the Budget Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDHS must receive required monthly program and fiscal reports as outlined in Section XIX of this Agreement. Any increase, decrease or change in the funding under this Agreement that is authorized by the parties, in compliance with applicable laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIII of this Agreement.

**SECTION V  
AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDHS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and/or the receipt of federal and state funds. In the event that the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or are insufficient, either through

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the failure of the federal government to provide funds, or of the State of Mississippi to appropriate funds, or through the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDHS for the performance of this Agreement, MDHS shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to MDHS of any kind whatsoever. The ultimate decision as to whether or not funds continue to be available for the performance of this Agreement lies solely with MDHS.

**SECTION VI  
RELATIONSHIP OF THE PARTIES**

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

**SECTION VII  
TERMINATION OR SUSPENSION**

**A. TERMINATION FOR CAUSE**

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

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the covenants, agreements, or stipulations of this Subgrant, MDHS shall thereupon have the right to terminate the Subgrant by giving written notice to Subgrantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

**B. TERMINATION FOR CONVENIENCE**

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

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

**C. TERMINATION IN THE BEST INTEREST OF THE STATE**

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

**D. TERMINATION FOR FORCE MAJEURE**

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

**E. PARTIAL TERMINATION**

In the event of a partial termination, the Subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

**F. RIGHTS AND REMEDIES UPON TERMINATION OR SUSPENSION**

In the event of termination or suspension as provided in this Section, Subgrantee shall be entitled to receive just and equitable compensation for unreimbursed obligations or expenses that are reasonably and necessarily incurred in the satisfactory performance, as determined by MDHS, of this Agreement, that were incurred before the effective date of suspension or termination, and that are not in anticipation of termination or suspension.



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Costs of the Subgrantee resulting from obligations incurred by the Subgrantee during a suspension or after termination of this subgrant are not allowable under this Agreement. In no case, however, shall said compensation or payment exceed the total amount of this subgrant as set forth in Section IV. Notwithstanding any provisions of this subgrant, Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Agreement by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDHS from Subgrantee are determined.

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

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

#### **G. TERMINATION OR SUSPENSION**

If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an assurance, in the State plan or application, a notice of award, or elsewhere, MDHS may, upon giving written notice to Subgrantee, take one or more of the following actions, as appropriate in the circumstances:

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

#### **SECTION VIII COMPLAINT RESOLUTION**

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

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## **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 2017 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) 2017 MDHS Subgrant/Agreement Manual Acceptance Form (Exhibit E), Federal Debarment Verification Requirement (Exhibit F) and Partnership Debarment Verification Form (Exhibit G), Minority Vendor Verification (Exhibit H); all of the foregoing being attached hereto and incorporated by reference herein.

## **SECTION XI AGREEMENTS BY SUBGRANTEE**

### **A. GENERAL RESPONSIBILITY**

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship with MDHS to provide the same or similar services are not eligible to enter into a Contract/Subcontract with the Subgrantee. Such subcontracts shall be governed by

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all of the provisions of this Agreement, and Subgrantee shall be fully responsible for the performance of any Subgrantee's Contractor/Subcontractor whatsoever and for any costs disallowed as a result of monitoring of the Subgrantee by MDHS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDHS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDHS funding division.

**B. USE OF FUNDS**

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

**C. ADMINISTRATIVE CHARGES**

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

**SECTION XII  
ELIGIBILITY FOR SERVICES**

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

**SECTION XIII  
CONFIDENTIALITY**

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

**SECTION XIV  
AUDIT**

**A. INTERNAL AUDITING**

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

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2017 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 2017 MDHS Subgrant/Agreement Manual. The audit required under the Single Audit Act of 1996 must be performed by an Independent Auditor.

**C. RESPONSIBILITY OF SUBGRANTEE**

Subgrantee shall receive, reply to and resolve any audit and/or programmatic exceptions by appropriate state and/or federal audit related to this Agreement and/or any resulting Contract/Subcontract.

**D. SUPPLEMENTAL AUDIT**

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

**E. AUDIT EXCEPTIONS**

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

**SECTION XV  
INDEMNIFICATION**

MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Subgrantee and/or its employees, servants, agents, and/or subcontractors. Subgrantee agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and its employees, agents, contractors, and/or subcontractors in the performance of this Subgrant. Subgrantee agrees that in any contract or subcontract into which it enters for the provision of the services covered by this Agreement, it shall require that its Contractors/Subcontractors, their officers, representatives, agents, and

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employees shall release and hold harmless MDHS and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

## **SECTION XVI INSURANCE**

Subgrantee shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, comprehensive general liability insurance and employee fidelity bond insurance in the amount equal to 25% of the funds awarded hereunder. Subgrantee shall furnish MDHS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. In any subcontract into which Subgrantee enters with Subcontractors, there shall be a like insurance provision in which the Subcontractor shall provide the same coverage to and for its personnel.

## **SECTION XVII RECORDS**

### **A. MAINTENANCE OF RECORDS**

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

Fiscal Requirements and Audit. Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper 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.

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**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 2017 MDHS Subgrant/Agreement Manual.

**D. FINANCIAL DOCUMENTS**

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

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

**SECTION XVIII  
AVAILABILITY OF INFORMATION**

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

**SECTION XIX  
REPORTING**

**A. MONTHLY REPORTING**

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

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

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**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 2017 MDHS Subgrant/Agreement Manual, Section 11, shall be followed.

**D. TAX REPORTS**

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

**SECTION XX  
DISPUTES**

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

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

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## **SECTION XXI WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of terms of this Agreement.

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

### **A. PATENTS**

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

### **B. COPYRIGHTS**

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

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

### **C. RIGHTS AND DATA**

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

Subgrantee shall maintain all master programs and master data files in a completely secure manner, either by storing such programs and files in an appropriate limited access storage area or by duplicating such programs and files and storing the duplicates in a



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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 2017 MDHS Subgrant/Agreement Manual.

**SECTION XXVII  
FUNDS USED TO SUPPLEMENT**

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

**SECTION XXVIII  
ASSIGNMENT**

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

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## **SECTION XXIX CONFLICT OF INTEREST**

Subgrantee must ensure that there exists no direct or indirect conflict of interest in the performance of the Subgrant. Subgrantee must warrant that no part of federal or state money shall be paid directly or indirectly to an employee or official of MDHS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Subgrantee in connection with any work contemplated or pertaining to the Subgrant. MDHS will hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the 2017 MDHS Subgrant/Agreement Manual.

## **SECTION XXX APPLICABLE LAW**

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

## **SECTION XXXI E-VERIFY**

Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Subgrantee agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subgrantee further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Subgrantee understands and agrees that any breach of these warranties may subject Subgrantee to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Subgrantee by an agency, department or governmental entity for the right to do business in Mississippi for up to (1) year, or (c) both. In the event of such termination/cancellation, Subgrantee would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

Any Agreement entered into between the Subgrantee and its Contractors/Subcontractors shall contain the E-Verify clause with which said Contractors/Subcontractors shall comply in hiring their employees.

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## **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.

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**SECTION XXXIV  
NOTICE**

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

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

**Mississippi Department of Human Services**

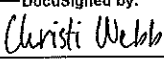
DocuSigned by:  
By:   
69BA29F6A4 Authorized Signature

**Printed Name: John Davis**

**Title: Executive Director**

**Date:** 10/5/2018

**Family Resource Center of Northeast Mississippi**

DocuSigned by:  
By:   
80663896 Authorized Signature

**Printed Name: Christi Webb**

**Title: Executive Director**

**Date:** 10/2/2018

## Exhibit A

### Scope of Work to be Performed

The attached scope of work supports the continued implementation of Families First services which stimulate employment, support family financial stability, promote literacy, and increase graduation rates while continuing to support positive youth development, parenting, impacting teen pregnancy rates, promoting positive father involvement and supporting Department of Human Services County Offices through parenting education and parenting skills development.

The proposed “whole family” approach will provide services for children, adolescents, teens, adults and the elderly. The program utilizes a holistic approach to community education and services by assessing family and community needs, and providing services from “womb to tomb.” Partnerships with state and community agencies will be utilized to both fill in service gaps and ensure that quality services are not being unnecessarily replicated.

Client assessments will evaluate both individual and family needs, and a complete range of appropriate services will be offered. The expanded program seeks to address the whole family through in-house consultation and service delivery as well as partnerships with community and state agencies. Families First will provide referrals for services that do not fall within the community education program (i.e. mental health services).

Program objectives have been carefully developed to address prominent needs related to family stability and Gen+; to include, employability, literacy, family financial stability, graduation rates, parenting education, positive youth development, at risk youth, and senior citizens. Each objective will be clearly described, specific, measureable and ambitious yet attainable. Objectives include the following:

- 1. Increase employability in targeted populations through intensive wrap-around workforce development services**
- 2. Provide families with supports that will enable the upward mobility afforded through educational attainment**
- 3. Increase participant employability outcomes and support educational success through provision of high school diploma program, educational support services, and referrals to programs supporting increased educational attainment**
- 4. Promote literacy across the State through programs for early childhood, youth and adult learners**
- 5. Support positive youth development through education**
- 6. Provide a grass-roots, community-based program to support healthy choices, and support positive youth outcomes**
- 7. Increase awareness of the benefits of educational success, employment, literacy and positive youth development**
- 8. Provide quality services that are accessible to the family as a whole and educate parents, co-parents, and expectant parents in the areas of appropriate discipline, child development, health, safety, nutrition, newborn parenting, conflict resolution, responsible fathering, and soft and life skills training.**

## **9. Provide services, activities, and events for senior citizens.**

### **Priorities in the Identified Target Area**

The program supports the following priorities through the delivery of services in the identified service areas:

- Reduce school dropout;
- Increase graduation rates;
- Increase literacy in early childhood, youth and adult learner populations;
- Increase employability;
- Increase upward mobility and financial stability of participant families;
- Increase the network of referrals and support services within the State through networking;
- Increase family stability; and
- Equip families and children with the skills necessary to more adequately solve problems, make good choices and increase access to services

### **Geographic Overview**

The program will utilize a regional service delivery model encompassing all 82 counties in the State of Mississippi. Within each Region, a Regional Center will serve as the hub of activity with services extending into the counties within the region.

Thirteen Regional Centers – Adams County, DeSoto County, Durant County, Forrest County, Harrison County, Hinds County, Jackson County, Lafayette County, Lauderdale County, Lee County, Leflore County, Lowndes County, and Madison County. Additional full-service Centers will open to include: Washington County, Coahoma County, Pike County, Chickasaw County, and an additional Center in DeSoto County.

Additional regional or sub-regional centers to be established through partnership agreement or memorandum of understanding to expand the brick and mortar presence; thereby increasing access for participants and reducing overhead costs to allow for increased direct-service.

### **Service Delivery Model**

A regional service delivery model will be used for implementation of the program. The State will be divided into 2 regions (North and South) with additional sub-regions located within. Program oversight will be conducted by the Executive Director of Mississippi Community Education Center (South Region) and Family Resource Center of Northeast Mississippi (North Region). Additionally, there will be two Program Directors for each of the North and South Regions. Each sub-region will have a physical location from which all services will originate. Each sub-region will be managed by a Regional Coordinator.

Region Coordinators will hold the primary responsibility for accomplishing goals and objectives within their designated region. Responsibilities include: recruitment and retention, service

delivery, volunteer recruitment, Coalition Board recruitment and participation, maintaining a weekly presence in site locations within the designated service area, scheduling retreats, training sessions and additional responsibilities determined necessary to accomplishing the goals and objectives. These individuals will report to the program director. Program Trainers will be utilized in delivery of each program component.

Program Trainers will conduct presentations and classes, schedule and conduct workshops, classes and presentations per the scope of work and have a flexible schedule that can accommodate the scheduling of night and/or weekend work. Preferred experience includes: bachelor's degree in the fields of communications, education, public health or social work.

### **Scope of Services**

Goal: Families First is proposing services designed to encompass the entire family, from infancy to adulthood. Current and new program centers will provide more in-house services which are being expanded to include early childhood and adult literacy programs, high school diploma and credit recovery, employability and soft skills development, and abstinence and parenting curriculum; while continuing to deliver services within the counties and communities (outside of the brick-and-mortar centers).

1. **Objective:** Increase employability in targeted populations through work development services

#### ***Activities:***

- Develop a system of referral to support the myriad points of entry and skill sets of participants
- Provide career assessment to match participant skills with employment type
- Provide case management style oversight and guidance
- Provide education designed to develop skills and knowledge essential for success in obtaining entry-level jobs in the workforce
- Provide job seekers with pre-employment skills and soft-skills core development
- Prepare individuals for work
- Promote job retention and advancement

2. **Objective:** Provide participants with a focused career assessment that evaluates core workplace skills and interest and provides job seekers with timely and relevant information about locally-present jobs and career pathways that match their strengths and interests.

#### ***Activities:***

- Provide remedial instruction
- Provide referral to resources supporting educational attainment and success
- Provide on-line classes from a state and regionally accredited on-line provider with a high school diploma option
- Provide educational support services to promote success in reaching the assessed educational outcomes deemed appropriate for the participant

3. **Objective:** Provide high school diploma and credit recovery programs.

**Activities:**

- Provide remediation and core subject areas
- Provide opportunities for small group and individual learning
- Provide high school diploma option for identified participants
- Provide job and life skills education and advanced educational activities for identified participants

4. **Objective:** Provide programs to promote early childhood, youth and adult literacy as well as remedial, evidence-based programs for adult learners.

**Activities:**

- Provide evidenced-based reading skills and training
- Provide individualized reading programs
- Provide programs designed specifically for adult learners
- Deliver early childhood and youth literacy education
- Provide education on alcohol, drug and tobacco; including, specific information on opioid abuse

5. **Objective:** Provide services and positive youth development/abstinence education and encourage healthy choices.

**Activities:**

- Provide technology and internet safety education
- Provide bullying prevention education
- Provide teen dating violence education and healthy relationships
- Provide grassroots, community-based support to local teen pregnancy prevention initiatives; to include, Healthy Teens for a Better Mississippi
- Provide education on alcohol, drug and tobacco; including, specific information on opioid abuse

6. **Objective:** Provide a publicity and marketing plan to reach local, regional, and national audiences with interests in dropout prevention, non-traditional academic options, and customized learning environments and academic success.

**Activities:**

- Provide a dedicated website with key information and updates
- Provide direct mailings to targeted audiences related to program outcomes, events, and initiatives
- Provide press releases to regional newspapers and magazines
- Participate on public radio and television, talk shows and PSAs



7. **Objective:** Provide quality education to parents, co-parents, and expectant parents.

**Activities:**

- Provide education in appropriate discipline and child development
- Provide education in reducing stress and conflict resolution techniques
- Educate families in practices that keeps the family healthy as a whole
- Provide education on good money management practices
- Provide education and resources to build on family strengths
- Provide supports for Access and Visitation needs for qualified families

8. **Objective:** Provide services, activities, and events for senior citizens

**Activities:**

- Provide elder abuse and fraud awareness education
- Provide computer literacy education
- Connect participants to available resources within the community
- Provide volunteer training

9. **Objective:** “Connect the Dots” between state agencies, nonprofits, and other organizations in the State to provide a greater network of support and increase access for families

**Activities:**

- Form partnerships with organizations that will streamline referral process for participating families
- Collaborate with community partners to increase access to services and opportunities for participating families
- Support and participate in activities such as conferences, trainings, and similar activities that contribute to the quality and availability of services supporting family stability

**Exhibit B**  
**BUDGET Narrative**  
**The Family Resource Center of North Mississippi - Budget**

**I. Administration Budget Activity**

**A. Salaries**

**Total Administration Salaries \$ 425,000.00**

**B. Fringe Benefits**

FICA; Unemp./Wk.Comp.Ins.; Retirement; Health Ins.

**Total Administration Fringe Benefits \$ 96,364.50**

**Total for Administration Salaries & Fringe \$ 521,364.50**

**Total Administration Budget \$ 521,364.50**

**II. Family First Resource Center "Program" Budget Activity**

**A. Salaries**

**Total Salaries \$ 6,000,000.00**

**B. Fringe Benefits**

FICA; Unemp./Wk.Comp.Ins.; Retirement; Health Ins.

**Total Fringe Benefits \$ 1,661,400.00**

**Total Program Salaries & Fringe \$ 7,661,400.00**

**C. Travel**

Mileage, Lodging, Travel Meals

**Total Travel \$ 175,000.00**

**D. Contractual Services**

**Total Contractual Services \$ 720,000.00**

**E. Commodities**

**Total Commodities \$ 747,235.50**

**F. Equipment**

**Total Equipment \$ 100,000.00**

**G. S, L & G**

**TOTAL S, L & G \$ 675,000.00**

**Total for The Family Resource Center Budget Activity \$ 10,600,000.00**

**STANDARD ASSURANCES AND CERTIFICATIONS****Section 4****OVERVIEW**

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

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

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

**STANDARD ASSURANCES**

The Subgrantee assures that it:

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

**STANDARD ASSURANCES AND CERTIFICATIONS****Section 4**

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

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

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

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

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

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

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

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

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

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

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

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

**STANDARD ASSURANCES AND CERTIFICATIONS****Section 4**

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

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

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

**STANDARD ASSURANCES AND CERTIFICATIONS****Section 4**

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

**STANDARD ASSURANCES AND CERTIFICATIONS**

**Section 4**

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

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

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

The Family Resource Center of Northeast Mississippi

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

425 Magazine Street

Tupelo, Mississippi 38804

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

Christi Webb Executive Director

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

*Christi Webb*  
806638965F6847F...

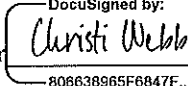
9/15/2018

**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 Family Resource Center of Northeast MS of liability in the event that FRCNEMS 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: Christi Webb 806638965F6847F...  
Organization: Family Resource Center of Northeast MS  
Date: 9/15/2018

Witness: DocuSigned  
Date: 9/15/2018



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

## MDHS Subgrant/Agreement Manual Acceptance Form

### Subgrant/Contract Manual Coordinator

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

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

DocuSigned by:  
Christi Webb  
Signature 806638085F6847F...

9/15/2018  
Date

Executive Director  
Title

Family Resource Center of Northeast Mississippi  
Organization

Federal Debarment Verification Form  
Revised April 5, 2016

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**FEDERAL DEBARMENT VERIFICATION FORM**

*Please Print/Type Clearly in Blue Ink*

Subgrantee's/Contractor's Name	Family Resource Center of Northeast Mississippi
Authorized Official's Name	Christi Webb
DUNS Number	164896521
Address	425 Magazine Street Tupelo, MS 38804
Phone Number	662-844-0013
Are you currently registered with <u>www.sam.gov</u> (Respond Yes or No)	Yes
Registration Status (Type Active or Inactive)	Active
Active Exclusions (Type Yes or No)	No

I hereby certify that Family Resource Center of Northeast MS is not on the list for federal debarment on www.sam.gov –System for Award Management.  
Subgrantee's Name/Contractor's Name

DocuSigned by:  
Christi Webb  
Signature of Authorized Official

9/15/2018  
Date

EXHIBIT G

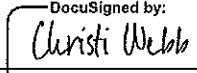
Partnership Debarment Verification Form  
Revised April 5, 2016

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**  
**PARTNERSHIP DEBARMENT VERIFICATION FORM**

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

Subgrantee's/Contractor's Name	Family Resource Center of Northeast MS
Authorized Official's Name	Christi Webb
DUNS Number	164896521
Address	425 Magazine Street, Tupelo, MS 38804
Phone Number	662-844-0013

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

DocuSigned by:  
  
Signature of Authorized Official

9/15/2018  
Date

EXHIBIT H

STATE OF MISSISSIPPI  
Minority Vendor Self Certification Form

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

Name of Business: The Family Resource Center of North MS  
Address: 425 Magazine St. Post Office Box: \_\_\_\_\_  
City: Tupelo State: MS Zip: 38804  
Telephone #: (662) 844-0013 Tax I.D.: 64-0895266  
SAAS Vendor #s (if known): \_\_\_\_\_

MINORITY STATUS

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

APPLICABLE  NOT APPLICABLE

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

Minority Business Enterprise

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

Women Business Enterprise

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

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

Business: The Family Resource Center of North MS Certified by: Christy Webb  
Date: 9/18/18 Title: Executive Director Name Printed: Christy Webb

## 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](http://www.mississippi.org) and [www.4.law.cornell.edu](http://www.4.law.cornell.edu)