



**STATE OF MISSISSIPPI
DEPARTMENT OF CORRECTIONS
BURL CAIN
COMMISSIONER**

**Audrey McAfee
Deputy Administrator**

**Technology and Program Services
(601) 359-5636**

INVITATION FOR BIDS

IFB NUMBER: 3160003893

SMART NUMBER: 1551-21-R-IFBD-00003

Integrated Reentry Support and Treatment Services for Individuals with Co-occurring Substance Abuse and Mental Illness (CSAMI) in Hancock, Harrison, Pearl River and Stone counties

Issue Date: September 15, 2020

CLOSING LOCATION

Mississippi Department of Corrections
301 N. Lamar Street
Jackson, MS 39201

BID COORDINATOR

Takesha Darby
(601) 359-5294
tdarby@mdoc.state.ms.us

CLOSING DATE AND TIME

Bids must be received by 10:00 a.m., October 8, 2020

SECTION 1

1.1 Bid Acceptance Period

For consideration, vendors must submit written bids either electronically via Mississippi's Accountability System for Government Information and Collaboration (MAGIC) or by mailing and/or hand-delivering an original and two (2) copies of the Bid Form, three (3) copies total, shall be signed and submitted in a sealed envelope to 301 N. Lamar Street, Jackson, Mississippi 39201, no later than the time and date specified for receipt of Bids. Timely submission of the Bid Form is the responsibility of the Bidder. Bids received after the specified timeframe shall be rejected in writing immediately and maintained in the agency procurement file. The envelope or package shall be marked with the Bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the bid coordinator. Each page of the Bid Form and all attachments shall be identified with the name of the Bidder. Failure to submit a Bid on the Bid Form provided shall be considered just cause for rejection of the Bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the Bid. The Mississippi Department of Corrections reserves the right to decide, on a case-by-case basis, whether to reject a Bid with modifications or additions as non-responsive. As a precondition to Bid acceptance, the Mississippi Department of Corrections may request the Bidder to withdraw or modify those portions of the Bid deemed non-responsive that do not affect quality, quantity, price or delivery of the service.

1.1.1 Timeline

Invitation for Bid Issue Date:	September 15, 2020
2 nd Newspaper Advertisement Date:	September 22, 2020
Questions and Requests for Clarification Deadline:	September 25, 2020 no later than 4:00 p.m.
Anticipated Posting of Written Answers to Questions:	September 30, 2020
Bid Package Submission Deadline:	October 8, 2020 no later than 10:00 a.m.
Bid Opening:	October 8, 2020 at 2:00 p.m.
Anticipated Date of the Notice of Intent to Award:	October 16, 2020
Anticipated Post-Award Debriefing Request Due Date:	October 21, 2020 by 4:00 p.m.
Anticipated Post-Award Debriefing Held by Date:	October 26, 2020 by 4:00 p.m.
Anticipated Protest Deadline Date:	October 27, 2020 no later than 4:00 p.m.
Anticipated Deadline to submit contract to Office of Personal Service Contract Review:	November 4, 2020 by 5:00 p.m.
Anticipated Public Procurement Review Board Monthly Meeting:	December 2, 2020 at 9:00 a.m.
Anticipated Contract Start Date:	December 7, 2020

1.1.2 Late Submissions

Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of agency personnel directly involved with the procurement activity. Bidders submitting late bids which shall not be considered for award shall be so notified as soon as practicable.

1.2 Expenses Incurred in Preparing Bid

The Mississippi Department of Corrections accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a Bid. Such expenses shall be borne exclusively by the Bidder.

1.3 Bid Form

All pricing must be submitted on the Bid Form (**Attachment B**). Failure to complete and/or sign the Bid Form may result in the Bidder being determined nonresponsive.

1.3.1 Bidder Certification

The Bidder agrees that submission of a signed Bid Form is certification that the Bidder will accept an award made to it as a result of the submission.

1.4 Registration with Mississippi Secretary of State

By submitting a Bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting a Bid, the Bidder certifies that it is not currently debarred from submitting Bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting Bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Additional Information

Questions about the Bid document must be submitted in writing to Takesha Darby via email to tdarby@mdoc.state.ms.us. Bidders are cautioned that any statements made by contact person that materially change any portion of the Bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the Bid document. All questions and requests for clarifications must be submitted by the deadline specified in Section 1.1.1 and made in writing. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, request for clarifications, and answers received by the deadline shall be published on the Mississippi Procurement Opportunity Search Portal and on the agency website (<http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>) in a manner that all will be able to view.

1.6.1 MAGIC Supplier (Vendor) Registration

The State of Mississippi has established the eProcurement system to streamline interactions between vendors and State government entities that purchase goods and services, and provide vendors the ability to register, get information on upcoming bids, and respond to bids electronically, and receive purchase orders electronically.

To determine whether you are a registered supplier (converted vendor) in MAGIC, go to the MAGIC Vendor Information (<http://merlin.state.ms.us/merlin/predef.nsf/MAGICVendorInfo?OpenForm>) page and follow the steps below:

- Enter the **first five characters** of your **Vendor Name** or your **11 digit SAAS Vendor Number**
- **Click Submit**

If you are a converted vendor, you will see your MAGIC Vendor Number, SAAS Vendor Number, Vendor Name, City, State, and Zip displayed. If your vendor information does not exist in MAGIC, you will see “The query you submitted returned no records.”

Converted vendors need to submit an email via mash@dfa.ms.gov to request a MAGIC User ID and Password. Enter “Vendor ID Request” as the email Subject, and include the following information in your email:

- MAGIC Vendor Number
- Vendor Name
- Contact Name
- Contact Email Address
- Contact Phone Number

If you are not a registered supplier and you wish to do business with the State of Mississippi, go to the website below to complete the online registration process: https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

If you attempt to complete the registration process and you are already a converted vendor in MAGIC, you will receive a duplicate error message. Please call the MMRS Call Center at (601) 359-1343, Option 2 for assistance in locating your vendor information.

A supplier contact change can be requested by completing the Supplier/Grantee Self-Service Request for Change form at the website below, and submitting the form by clicking on the Submit button in the upper right hand corner of the form. You can also fax the form to: (601) 359-6551.

<http://www.dfa.ms.gov/media/1688/state-of-mississippi-supplier-form-extended.pdf>

For additional MAGIC Supplier information, training and access to forms, go to the

following website: <http://www.dfa.ms.gov/dfa-offices/mMrs/mississippi-suppliers-vendors/>

If you have a problem with any of the web addresses above, go to <http://www.dfa.ms.gov/>, click on “**DIRECT LINKS**” at the top of the screen, locate the **Vendor Services** section and click on “**MAGIC Vendor Services**”.

Instructions are provided in the “**MAGIC Supplier Self-Service Reference Guide**” and there are e-learning tutorial courses designed to assist vendors with navigating the MAGIC system. The courses can be found at: <http://www.dfa.ms.gov/dfa-offices/mMrs/mississippi-suppliers-vendors/>, click on “**Supplier Training**”, then select “**LOG800 Supplier Registration Course**” or “**LOG820 Supplier Self-Service Course**”.

1.7 Type of Contract

Compensation for services will be in the form of a Firm Fixed-Price Contract.

1.8 Written Bids

All Bids shall be in writing.

1.9 Amendments to Invitations for Bids

Amendments to Invitation for Bids shall be sent to all prospective bidders known to have received an Invitation for Bids. The amendments will also be posted publicly on the Mississippi Contract/Procurement Opportunity Search Portal website and the Mississippi Department of Corrections website. The amendment shall reference the portions of the Invitation for Bids it amends. Amendment acknowledgement forms shall be obtained from the agency via verbal or electronic request. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the Bid, by identifying the amendment number and date in the space provided for this purpose on the Bid Form, or by letter. The acknowledgement must be received by the Mississippi Department of Corrections by the time and at the place specified for receipt of bids.

SECTION 2

2.1 Purpose

The purpose of this project is to further the Mississippi Department of Corrections (MDOC) vision to actively address reducing recidivism and meeting offenders' reintegration needs through reentry, rehabilitation, and support programs; thereby decreasing future victimization. MDOC will expand on-going projects piloted in central and northern Mississippi counties by mounting improved reentry strategies into southern counties as part of the CSAMI CORP19 project. The objectives and deliverables of the project include: 1) Improve screening and assessment of offenders to adequately identify and diagnose CSAMI; 2) Develop integrated case plans which address CSAMI and criminogenic risk factors; 3) Provide evidence-based pre/post-release CSAMI treatment and cognitive-behavioral interventions to address criminogenic risk factors; 4) Provide linkage to community-based recovery support services; and 5) Improve accountability and

processes for data collection, input, analysis, and sharing.

The target population consists of: 175 male and female offenders, age 18 and older, moderate-to-high risk of reoffending, CSAMI diagnosis, possess the mental and cognitive ability to participate in cognitive-based group therapy interventions and other outpatient treatment services, must be able to read at or above 6th grade level, and returning to Hancock, Harrison, Pearl River, and Stone counties, with at least one-year of post-release supervision. Priority consideration for program eligibility are offenders with high risk of reoffending, history of violence, CSAMI diagnosis, and returning to targeted counties.

MDOC will utilize the MDOC Risk Assessment & Criminogenic Needs Questionnaire to determine recidivism risk as part of the intake process at the Central Mississippi Correctional Facility. MDOC will utilize industry-recognized screening and assessment tools to identify the presence of and diagnose CSAMI during pre-release. The purpose of the solicitation is to secure a community mental health center (CMHC) to deliver post-release treatment and recovery support services within the community.

2.2 Scope of Services

The Mississippi Department of Corrections (MDOC) is implementing the Second Chance Act - Improving Reentry for Adults with Co-occurring Substance Abuse and Mental Illness FY2019 Grant (CSAMI CORP19). The project will provide integrated reentry support and treatment services to MDOC offenders who are moderate-to-high risk for recidivism as they transition back to an identified target area in order to reduce recidivism, improve the quality of life for the individuals, and increase public safety. CMHC, in coordination with MDOC designated staff, shall meet with program participants housed at MDOC facilities at least thirty (30) days prior to release. CMHC shall provide post-release community-based CSAMI, Criminogenic Risk Needs treatment and recovery support services for a minimum of 175 returning citizens within Hancock, Harrison, Pearl River and Stone counties. CMHC will engage in information sharing throughout the planning, implementation and operational phases of the program.

CMHC must be certified by the Mississippi Department of Mental Health (MDMH) as a Community Mental Health Center to provide adult mental health services and substance use disorder services. CMHC must possess personnel trained in accessing community resources to build networks that support recovery for CSAMI and symptom management, as well as daily living activities. These resources include 12-step groups, faith-based groups, vocational/educational, supportive employment, housing, medical, veteran-specific services, and family services for help with child custody and parenting needs.

The CMHC will designate a point of contact to oversee the project throughout the planning, implementation, and operational phases.

Pre-Release Services:

- CMHC will participate in quarterly Resource Fairs hosted by MDOC Pre-Release.
- CMHC designated personnel will participate in the final pre-release care coordination meetings, within thirty (30) days of offenders' release, to ensure a smooth transition of services and coordination to address reentry needs.

- CMHC will provide each participant an appointment for post-release treatment and support services within seven (7) days of release.

Post-Release Services:

- Offenders will continue to be monitored for progress periodically by MDOC and CMHC. The CMHC will utilize an industry-recognized screening tool approved for use by MDOC and U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to monitor offenders' progress post-release.
- The CMHC shall provide outpatient services in accordance with the Mississippi Department of Mental Health (MDMH) Operational Standards based on the individual needs of each participant.
- The CMHC shall provide intensive outpatient counseling defined as up to nine (9) hours of weekly group counseling, up to one (1) hour of individual counseling weekly, and up to one (1) hour of monthly family counseling, all for up to six (6) months dependent upon the specified needs of each individual.
- The CMHC may use funds allocated as the client services fee to pay for any upfront/co-pay/nominal fees for costs associated with social, legal, medical, or other community agency services that program participants need to access.
- The CMHC shall provide credentialed personnel to conduct an evaluation and prescribe psychiatric medications as necessary based on individualized needs.
- The CMHC shall provide access to medication-assisted treatment (MAT) for individuals with alcohol and opioid addiction who are willing to participate in the MAT program to reduce, eliminate, or prevent the use of illicit drugs, potential criminal activity and focus on improving the quality of life of those receiving treatment.
- The CMHC shall provide recovery support services consisting of linkage to housing, medical, vocational/educational, and faith-based services, in accordance with MDMH Operational Standards. The CMHC will be responsible for folding in local agencies that better understand the local area needs.
- The CMHC shall collaborate with MDOC program and Community Corrections staff regarding modifications to comprehensive case plans for each participant based on the risk level and criminogenic needs identified with the MDOC Risk tool and Needs Questionnaire, and their specific CSAMI diagnosis and symptoms resulting from screening and assessments.

The CMHC is required to develop/revise written policies and procedures to outline the roles and responsibilities of developing the case plans. Participant progress, barriers, and solutions will be addressed during monthly post-release care coordination meetings.

MDOC will utilize a Participant Tracking form that includes demographic information, CSAMI diagnoses, risk level, total therapeutic hours of service and supervision hours of service, as well as housing, employment and health coverage status.

The CMHC and MDOC will offer a variety of Evidence-Based Protocols (EBPs) for Criminogenic Risk, Mental Illness, and Substance Abuse, including traditional Cognitive-Behavioral Therapy, Matrix Model, Seeking Safety, Moral Reconciliation Therapy and 12-Step Facilitation, as well as Thinking for a Change (T4C). All of these EBPs have been proven effective for the target population in reducing criminal and addictive thinking,

providing healing from trauma, and teaching personal responsibility for self-care from mental health conditions.

MDOC will partner with an independent evaluator to lead all aspects of data collection from pre-release screening visits, routine reporting requirements, and providing constant programmatic feedback to inform project changes as needed. Unique pre/post-release participant data will be collected and analyzed to measure performance and inform project changes and will include the following at a minimum: volume (eligible vs. enrolled), demographics, screening results, psychiatric diagnoses, recidivism-risk scores, supervision compliance, hours of counseling/recovery support activities, facility of release, offense, sentence term, prior arrests, re-arrests, relapse, and securement of non-programmatic services (Supplemental Security Income, Medicaid, etc.). The CMHC will provide data as requested by the evaluator and/or MDOC in a timely manner to ensure timely reporting of performance measurements to BJA. Data will be collected on a monthly basis for BJA quarterly reporting.

2.3 Multi-Year Contract

The period of performance of services shall begin on December 7, 2020 and shall end no later than September 30, 2023 with an option to renew for one year beginning October 1, 2023 and ending September 30, 2024.

2.3.1.1 Requirements

- a) Services are based on the contractor's ability to meet the needs of the agency.
- b) A unit price shall be given for each service, and that unit price shall be the same throughout the contract.
- c) A multi-year contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- d) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.
- e) A multi-year contract may be awarded at the discretion of the Mississippi Department of Corrections.

2.4 Multiple Award

MDOC reserves the right to make multiple awards to more than one bidder for services under this solicitation to ensure the availability of services to meet the agency's needs.

SECTION 3

3.1 Insurance

The successful bidder represents that it will maintain workers' compensation insurance which shall inure to the benefit of all its personnel provided hereunder, comprehensive

general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence and fidelity bond insurance with minimum limits of \$500,000 per occurrence. All general liability, professional liability and fidelity bond insurance will provide coverage to the Mississippi Department of Corrections as an additional insured. The Mississippi Department of Corrections reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

SECTION 4

4.1 Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB No. 3160003893, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the Bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only Bidders who are found responsive and responsible will have their Bids considered.

4.1.1 Responsive Bidder

Bidder must submit Bid which conforms in all material respects to this Invitation for Bids, 3160003893, as determined by MDOC.

4.1.2 Minimum Qualifications to be Deemed Responsive

In order to be deemed responsive the vendor must:

- Submit Attachment A – Bid Cover Sheet in its entirety, signed by authorized representative
- Submit Attachment B – Bid Form in its entirety, signed by authorized representative. Total cost shall not exceed \$532,446. Any bid exceeding this amount will be deemed non-responsive.
- Submit Attachment D – Certifications and Assurances, signed by authorized representative
- Submit Attachment E – Bureau of Justice Assistance Special Conditions, signed by authorized representative
- Submit a copy of the Bidder's insurance certificates
- Submit E-Verification Registration
- Submit W-9 Form, signed by authorized representative
- Submit Mississippi Secretary of State Registration, if applicable. If not applicable, specify why.

4.1.3 These minimum qualifications are in addition to a minimum score of 10 on the Reference Score Sheet (**Attachment F**) from reference interviews by the Mississippi Department of Corrections with two (2) Bidder/contractor references (for a total maximum score of 14), as well as all other requirements of this Invitation for Bids.

4.1.4 Nonconforming Terms and Conditions

A Bid response that includes terms and conditions that do not conform to the terms and conditions in the Bid document is subject to rejection as non-responsive. The Mississippi Department of Corrections reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its Bid response prior to a determination by the Mississippi Department of Corrections of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.5 Conditioning Bid Upon Other Awards

Any Bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.6 Bid Submission Format

The Bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)
- Bureau of Justice Assistance Special Conditions (**Attachment E**)
- Insurance Certificates
- Mississippi Department of Mental Health Certification for Adult Mental Health Services and Substance Use Disorder Services
- E-Verification Registration
- W-9 Form
- Mississippi Secretary of State Registration, if applicable. If not applicable, specify why.

4.1.7 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by Mississippi Department of Corrections.

4.1.8 Minimum Qualifications to be Deemed Responsible

- Submit Attachment C – References
- Submit Mississippi Department of Mental Health Certification for Adult Mental Health Services and Substance Use Disorder Services

The bidder may be required before the award of any contract to show to the complete satisfaction of the Mississippi Department of Corrections that it has the necessary facilities, ability, and financial resources to provide the services specified therein in a satisfactory manner. The Mississippi Department of Corrections may make reasonable investigation deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the

Mississippi Department of Corrections all information for the purpose that may be requested. The Mississippi Department of Corrections reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Mississippi Department of Corrections that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.

These minimum qualifications are in addition to a minimum score of 10 on the Reference Score Sheet (**Attachment F**) from reference interviews by the Mississippi Department of Corrections with two (2) Bidder/contractor references (for a total maximum score of 14), as well as all other requirements of this Invitation for Bids.

4.1.9 References

Each Bidder must furnish a listing of **at least** two (2) trade references along with the contact person, address, and phone number for each. These references must be familiar with the Bidder's abilities in the areas involved with this solicitation. The Mississippi Department of Corrections will use these references to determine the Bidder's ability to perform the services. It is the responsibility of the Bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their Bid that the contact person and phone number are correct for each reference. The Bidder may submit as many references as desired. The Mississippi Department of Corrections will begin contacting references at the top of the list and will continue down the list until two (2) contacts have been reached.

References must be listed on **Attachment C**.

4.2 Bid Opening

Bid Opening will be open to the public; however, this will include opening, reading aloud, and listing the Bid price on each Bid only. No discussions will be entered into with any Bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the Bid Opening.

4.3 Award

The contract will be awarded by written notice to the lowest responsible Bidder whose Bid meets the requirements and criteria set forth in this Invitation for Bids.

4.3.1 Notification

All participating vendors will be notified of the Mississippi Department of Corrections intent to award a contract. In addition, the Mississippi Department of Corrections will identify the selected vendor. Notice of award is also made available to the public.

4.3.2 Contract Management

MDOC is responsible for monitoring the programmatic and financial activities of subaward recipients to ensure that subaward funds are used for the purposes in which they are awarded; to safeguard public funds to the greatest extent possible;

and provide guidance to subrecipients in establishing accounting procedures in accordance with federal and state requirements.

The policies and procedures ensure that MDOC protects the funds it disburses, takes necessary measures to ensure the maximum return of services for those funds, and that subrecipients are in compliance with applicable state and federal laws, rules and regulations governing contracts for service.

APPLICABLE REGULATIONS

Subrecipients are expected to comply with the regulations, policies, guidelines and requirements imposed by federal grantor agencies and MDOC. Subrecipients are to comply with state statutes and implementing regulations that are also applicable.

Subrecipients of federal grant awards must also comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by the Office of Management and Budget (OMB) and consolidated in the Code of Federal Regulations (CFR), Title 2, Part 200, Subparts A-F and appendices, hereafter referred to as "Uniform Guidance".

OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Uniform Guidance, specifically 200.331, requires MDOC to evaluate each subrecipient's risk of noncompliance in order to determine the appropriate monitoring level, monitor the activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of the Uniform Guidance. As the direct recipient of Federal awards, MDOC is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the subaward and account for the use of grantors funds.

In addition, the following Executive Orders and Federal Regulations are applicable:

Audit Requirements:

- All subrecipients, except for-profit entities must comply with the Single Audit Act Amendments of 1996 (P.L. 104-156)
- All subrecipients must comply with the American Recovery and Reinvestment Act

For Profit Entities:

- Must comply with 45 CFR 31, Contract Cost Principles and Procedures

Other Federal Regulations Requiring Certification of Compliance:

- All subrecipients must comply with Government-Wide Common Rule for Debarment and Suspension (Non-procurement), as authorized by Executive Order 12549

- All subrecipients must comply with Government-Wide Requirements for a Drug Free Workplace (Grants), as implemented under the Drug Free Work Place Act of 1988 (P.L. 100-690, Title V, Subtitle D)
- All subrecipients must comply with the Restrictions on Lobbying – Common Rule (P.L. 101-121, Section 319)

For additional federal laws that must be followed, see the Standard Assurances section of the Subaward Management and Monitoring Requirements.

STANDARD ASSURANCES

Each subrecipient must assure that it will comply with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDOC. The subrecipient is responsible for being familiar with the standard assurances policy for the granting program and funding source under which a subaward is issued and adhering to it throughout the life of the subaward. The standard assurances listed in this section may not be applicable to each project or grant, and there may be additional standard assurances required by certain federal awarding agencies.

Subrecipient assures that it:

1. Has the legal authority to apply for and receive the subaward; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subrecipient's governing body, authorizing the subaward, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the subaward and to provide such additional information as may be required.
2. Shall comply with the Single Audit Act Amendments of 1996.
3. Shall comply with the American Recovery and Reinvestment Act (ARRA) requirement to register in the Central Contractor Registration, including obtaining a DUNS number, and maintain the currency of that information.
4. Shall comply with the ARRA requirement to identify ARRA funds in the Schedule of Expenditures of Federal Awards.

FINANCIAL MANAGEMENT

The applicable regulations and MDOC require that subrecipients have in place, prior to receipt of any funds, a financial management system that provides:

1. Accurate, current, and complete disclosure of the financial status of each subaward program;
2. Records which identify the source and application of funds for subaward supported activities, specifically information pertaining to subawards, obligations, unobligated balances, assets, liabilities, outlays and income;
3. Effective control over and accountability for all grant funds, property, and other assets;
4. Comparison of actual expenditures with budgeted amounts for each cost category and work activity;

5. Procedures for determining that all costs are allowable and that they may be allocated to an activity;
6. Procedures to ensure that each expense paid from a subaward was authorized in the budget of the subaward charged with the expense;
7. Accounting records are supported by source documentation;
8. Where applicable, audits or financial reviews which analyze the fiscal integrity of subrecipients; and
9. A systematic method to assure timely and appropriate resolution of audit findings identified in auditors and/or management reviews.

The subrecipient must be able to isolate and trace every subaward dollar and have appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, purchase orders, payment vouchers, payroll records, and bank statements and reconciliations.

The basic accounting records and documents listed below comprise the framework for a good financial management system. If implemented properly, such a system can provide accurate, current, and complete disclosure of the financial status of each grant supported program, work activity, and cost category:

- Cash Receipts Journal
- Cash Disbursements Journal
- Payroll Journal
- General Ledger
- Subsidiary Ledger(s)

Subrecipients must develop accounting procedures to meet the particular needs of the grant-supported project. Recording procedures must be designed to provide information accurately while at the same time serving as an effective control in preventing mistakes and safeguarding against unauthorized uses of funds.

Subrecipients should have a management system in place that contains adequate internal controls (accounting and administrative) for the administration of the subaward program. This system of internal controls will be examined during reviews of the subrecipient. The following are suggested internal accounting control procedures for subrecipients:

- Record all cash receipts immediately;
- Conduct periodic independent comparison of deposit slips with receipts and bank statements;
- Bond employees who handle cash;
- Deposit all cash receipts daily;
- Make all payments by pre-numbered checks;
- Reconcile bank accounts monthly and retain a copy of the reconciliation in the files;
- Use serially numbered purchase orders;
- Issue checks to vendors only in payment of approved invoices which have been matched with purchase orders and receiving reports;

- Separate staff duties so that one person does not perform all accounting functions from the time funds are received until the funds are disbursed;
- Mark all documentation “paid” to prevent duplicate payments; and
- Retain a CPA firm for an audit or review, if applicable. See Audits and Monitoring section for more information.

Acknowledging that some subrecipients are small organizations with few internal resources, the following internal control suggestions should be considered by those entities:

- All checks should be cosigned and all supporting documentation should be closely reviewed and marked “paid” before or as each check is signed;
- The principal officer of the subrecipient organization should oversee all cash collections;
- A close examination of all monthly reporting to MDOC should be made, noting in particular any unusual month-to-month and budget-to-actual account variances; and
- Someone other than the person who prepares the checks and the bank deposits should reconcile the monthly bank statement.

In addition to internal accounting controls, the subrecipient should have administrative controls in place to ensure grant funds are not used in violation of the following federal laws and requirements:

- Political Activity (the Hatch Act and the Intergovernmental Personnel Act of 1970, as amended) – federal funds should not be used for partisan political activity of any kind by any person or organization involved in the administration of federally-assisted programs;
- Civil Rights – no person is excluded from participation, or subject to discrimination in any program or activity funded in whole or in part by federal funds, on the basis of race, color, creed, age, sex, national origin, or handicap; and
- Final Reports – a system which provides assurance that all required financial reports are correctly completed and submitted before the reporting deadline.

The accounting system of each MDOC subrecipient should provide adequate documentation to support the subrecipient’s financial claims.

Subrecipient funding is on a cost reimbursement basis. Subrecipients make written requests for reimbursement of expenditures incurred for the previous month(s). Reimbursement requests are required to be compared with the grant budget by MDOC prior to approval of payments. Subrecipients are required to submit documentation supporting all expenditures being reimbursed. A lack of proper supporting documentation could result in reimbursement claims being delayed or returned to the subrecipient unpaid.

PROCUREMENT

Subrecipients of DOC should use their own written procurement procedures, which must reflect applicable state and local laws and regulations, provided that the

procurements conform to applicable federal law and the standards identified in Uniform Guidance. When procuring property and services under a federal award, a state entity must follow the same policies it uses for procurements from its non-federal funds. State purchasing laws are located in Section 31-7-13 of Mississippi Code of 1972, Annotated. All other non-federal entities, including subrecipients of the state, must follow the procurement standards set forth in 2 CFR 200.318 “General Procurement Standards” through 2 CFR 200.326 “Contract Provisions.”

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Uniform Guidance. Procurement procedures shall not restrict or eliminate competition.

There can be no conflicts of interest, real or apparent, in the award or administration of contracts supported by grant funds. As set forth in 2 CFR 200.318 “General Procurement Standards,” subrecipients must maintain written standards of conduct covering conflicts of interest and governing the action of their officers, employees, and agents engaged in the award and administration of contracts supported by grant funds.

AUDITS AND MONITORING

For fiscal years beginning on or after December 26, 2014: Non-Federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the organization’s fiscal year are required to arrange for a single organization-wide audit conducted with the provisions of Title 2 C.F.R. Subpart F.

Non-Federal entities that expend less than the applicable audit threshold (\$750,000) a year in federal awards are exempt from federal audit requirements for that year. However, non-federal entities must keep records that are available for review or audit by appropriate officials including the Federal agency, U.S. Government Accountability Office (GAO), MDOC, Office of the State Auditor, or their duly authorized representatives.

All subrecipients are subject to the audit requirements referenced above depending on the total amount of federal financial assistance expended during the subrecipient fiscal year from all federal grants, not just those received from MDOC.

Subrecipient monitoring procedures may include several of the various options available. These options include: reviewing reports submitted by subrecipients; reviewing documentation supporting expenses reported; reviewing the subrecipients Single Audit or program-specific audit results and evaluating audit findings and the subrecipients corrective action plan; and/or performing on-site reviews of the fiscal and programmatic records, and observing subrecipient operations.

Uniform Guidance requires MDOC to monitor the activities of its subrecipients as necessary to ensure the subaward is used for authorized purposes. MDOC’s monitoring of subawards include the following components:

1. A desk review of financial and programmatic reports required by MDOC. Any deficiencies or problem areas noted during the desk review are identified in monitoring reports to subrecipients. This review should include, but is not limited to, the review, analysis, and notation of the following items:
 - a. Subaward Contract
 - b. Subaward Modification
 - c. Compliance with Grant Requirements
 - d. Compliance with Cost Principles
 - e. Correspondence
 - f. Invoicing
 - g. Programmatic Reports
 - h. Prior Monitor Findings
 - i. Prior Year Audit Findings
2. Follow-up reviews to ensure subrecipients take timely and appropriate corrective action to resolve deficiencies pertaining to Federal awards provided to subrecipients from MDOC detected through audits, on-site reviews, and other means.
3. Management decisions for audit findings pertaining to Federal awards provided to subrecipients by DOC as required by 2 CFR § 200.521 "Management Decision".
4. Evaluation of subrecipients' risk of noncompliance with Federal statutes, regulations, and the terms and conditions of subawards for purposes of determining the appropriate subrecipient monitoring. Depending upon MDOC's assessment of risk posed by subrecipients, the following monitoring tools may be utilized to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - a. Providing subrecipients with training and technical assistance
 - b. Performing on-site reviews of subrecipients program operations
 - c. Arranging for agreed-upon procedures engagements

When determining the extent of monitoring procedures to perform, MDOC will consider factors such as the amount of subawards, the percentage of a Federal program's total funds awarded to subrecipients, and the complexity of the compliance requirements. To determine the appropriateness of monitoring procedures, MDOC will consider the cost-effectiveness of monitoring procedures compared to the relative size and complexity of Federal awards administered by subrecipients. The following factors will be considered when determining the monitoring procedures to be performed to ensure compliance with Federal regulations, State laws, Agency policies and procedures, and the terms of subaward contracts:

1. The amount of subawards in relation to the total amount of programs;
2. Prior experience of subrecipients operating subawards supported by Federal funds;
3. Results of MDOC follow-up on prior year Single Audit findings;

4. Results of the review of documents submitted by subrecipients;
5. Results of the desk review of supporting documentation for expenditures;
6. Results of previous on-site fiscal and programmatic reviews;
7. Specific requests by the MDOC Commissioner or designee; and/or
8. Requirements set forth by Federal grantor agencies.

The evaluation of risks and determination of the extent of monitoring procedures will be documented.

The results of risk evaluations may indicate the need for on-site reviews of subrecipients. The Federal grantor agencies may require MDOC to conduct periodic on-site reviews. Programmatic monitoring instruments must be completed for on-site reviews. Such instruments should provide all significant aspects of awarded grants, both financial and programmatic. All instances of noncompliance or other problems should be fully documented in order to support findings and, if applicable, to determine the amount of questioned costs required to be reimbursed by subrecipients.

On-site reviews should consist of:

1. Notification – Subrecipients will be notified, in writing, two (2) weeks prior to a routine on-site review. Such written notification will include the date and time of the entrance conference, approximate date and time of the exit conference, appropriate staff to be present, and the MDOC contact person for the review. MDOC reserves the right to conduct unannounced reviews at its discretion.
2. Entrance Conference - Each on-site review will begin with a conference in which the monitor(s) will brief the subrecipient signatory official (or designee), project director, fiscal officer, or other appropriate subrecipient staff of the purpose and scope of the monitoring review.
3. Exit Conference – Each on-site review will conclude with an exit conference in which the monitor(s) will advise the subrecipient signatory official (or designee), project director, fiscal officer, or other appropriate subrecipient staff of the preliminary results of the on-site review and of the monitor(s) recommendations of corrective actions necessary to resolve each finding, if applicable. It should be noted that the monitor(s) recommendations are not officially required actions until transmitted in writing to the subrecipient.
4. Written Report – A written report will be completed within thirty (30) calendar days after the exit conference. This Monitoring Report will consist of the following:
 - a. A cover letter listing the subrecipient's name and address, the subaward funding source, period, and effective dates as well as the monitor's name, date of monitoring, and a contact person and telephone number. This cover letter will also summarize the specific findings, suggested corrective action, and questioned costs listed in detail in the monitoring report. If no significant findings are noted, the cover letter will indicate that no response is necessary.
 - b. A monitoring report providing a narrative description of each significant instance discovered of noncompliance with federal law or regulation, state law, MDOC policy, or the terms of subaward agreements. This narrative should clearly indicate the condition found and contain all pertinent information related to the exception(s) found.

5. Corrective Action Process – Each written report forwarded to the subrecipient containing significant finding(s) and suggested corrective action will require a written response from the subrecipient within thirty (30) calendar days. The corrective action plan must include:
 - a. A statement of whether the subrecipient agrees with the finding or not.
 - b. A detailed plan of how the subrecipient will correct each individual finding to prevent this or similar finding in the future or justification for the subrecipient's disagreement with the finding(s).
 - c. Attachment of any subrecipient documents, forms, policy changes, reports, accounting tools, timesheets, data collection forms, etc. that ensure the subrecipient has corrected the finding(s).
 - d. If the subrecipient disagrees with finding(s) identified in the report, detailed documentation must also be submitted to refute the questioned finding(s).
 - e. The corrective action plan must be signed by the Authorized Official or designee. (The designee is the person granted permission to sign the Authorized Official's signature.)
6. Noncompliance Resulting in Questioned Costs – In addition to all the requirements listed above under “Corrective Action Process”, the subrecipient will need to repay all Questioned Costs listed in the Monitoring Report. To repay the Questioned Costs, a check (made payable to the Department of Corrections) must be submitted for the total of Questioned Costs with the Corrective Action Plan.
7. Upon receipt of the response from the subrecipient, MDOC will assess each response for adequacy. If all responses are adequate, the response will be accepted by a letter to subrecipient. For inadequate responses, the subrecipient will be written a second letter indicating the additional suggestive corrective action needed to address the finding(s).
8. Follow-up – MDOC will determine the extent of any additional follow-up reviews or procedures necessary to ensure the corrective action(s) described by the subrecipient has been implemented and is operating effectively.
9. Documentation – MDOC will maintain copies of all monitoring documents and periodic review of the completeness of the monitoring process will be performed.

In the event indications of possible fraud, mismanagement, or program abuse are discovered during the course of monitoring subawards, the Deputy Commissioner of Administration and Finance will initiate a request for an internal audit/investigation.

In the event subrecipient fails to comply with Federal Statutes, regulations or terms and conditions, MDOC may impose additional conditions. However, if it is determined that non-compliance cannot be remedied by imposing additional conditions, MDOC may take one or more of the following actions:

- Withholding of disbursements or further awards;
- Disallowance of cost;
- Suspension/termination of award;
- Suspension/debarment;

- Civil lawsuit; or
- Criminal prosecution

As a subrecipient of a federal grant award, the Special Conditions, incorporated herein as “Exhibit C”, imposed by the Bureau of Justice Assistance on MDOC shall be imposed on the Contractor by MDOC to ensure the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION 5

5.1 Post-Award Vendor Debriefing

A Bidder, successful or unsuccessful, may request a post-award debriefing, in writing by U. S. Mail or electronic submission. The written request must be received by Karei McDonald, Deputy Commissioner of Administration and Finance of the Mississippi Department of Corrections within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a Bidder prefers to have legal representation present, the Bidder must notify Karei McDonald of the Mississippi Department of Corrections in writing and identify its attorney by name, address, and telephone number. The Mississippi Department of Corrections will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General or MDOC Legal Department can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review Rules and Regulations*.

5.2 Protest of Award

Any actual or prospective Bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with Karei McDonald. The protest shall be submitted on or before 4:00 p.m., October 27, 2020 in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the Bidder or an individual authorized to sign contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Karei McDonald, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 4:00 p.m., October 27, 2020 will not be considered.

5.3 Required Contract Terms and Conditions

Any contract entered into between MDOC and a Vendor/Bidder shall include the required clauses, attached hereto as “Attachment G”, required by the *Mississippi Public*

Procurement Review Board's Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.

5.4 Optional Contract Terms and Conditions

Any contract entered into between MDOC and a Vendor/Bidder may include the clauses available for use in service contracts, attached hereto as “**Attachment H**”, authorized by the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

5.5 Mississippi Contract/Procurement Opportunity Search Portal

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal.

5.6 Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

ATTACHMENT A

Bid Cover Sheet

The Mississippi Department of Corrections is seeking to establish a contract with a community mental health provider as per the scope of services located in Section 2.2.

Bids are to be submitted as listed below, on or before 10:00 a.m., October 8, 2020.

PLEASE MARK YOUR ENVELOPE:

Opening Date: 2:00 p.m., October 8, 2020
Mississippi Department of Corrections
ATTN: Takesha Darby
301 N. Lamar Street
Jackson, MS 39201

SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

If your company is not physically located in Hancock, Harrison, Pearl River and Stone counties, how will you provide adult mental health and substance use disorder services to clients in the designated counties?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

Is your company licensed and/or certified by the Mississippi Department of Mental Health to provide adult mental health and substance use disorder services for the designated counties?

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids.

How many customers has your company provided adult mental health and substance use disorder services of comparable scope and size within the past two (2) years?

Describe any specific services such as mental health, long-term care, etc., which your company offers along with any specialized experience, certification, and/or education of your current staff.

ATTACHMENT B

**Bid Form for Integrated Reentry Support and Treatment Services for Individuals
with CSAMI in Hancock, Harrison, Pearl River and Stone counties**

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any); and
- Any and all other costs associated with performing the services

Pricing Structure: Contractor agrees to furnish services specified in this Bid at the rate indicated below, for the entire duration of any resulting Contract. Any cost or incidental expenses not shown on this document will be the responsibility of the vendor. The total cost shall not exceed \$532,446.

CATEGORY OF SERVICE	COST
Planning & Implementation Consultation Hours	\$ per hour
Initial Care Coordination Meeting Participation (at least 30 days prior to offenders' release)	\$ per client
Adult Mental Health – Case Management Services	\$ per client
Adult Mental Health – Outpatient Services	\$ per client
Adult Mental Health – Intensive Outpatient Services	\$ per client
Substance Use Disorder Services	\$ per client
Administrative Costs (based on federally approved Indirect Cost Rate)	\$
TOTAL COST:	

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, 3160003893, and the attachments herein.
2. That the entity meets all requirements and acknowledges all certifications contained in this

Invitation for Bids, 3160003893, and the attachments herein.

3. That the company agrees to all provisions of this Invitation for Bids, 3160003893, and the attachments herein; including, but not limited to, the required and optional clauses to be included in any contract resulting from this Invitation for Bids as referenced in **Attachments G and H**.
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**.
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____

ATTACHMENT C

References

Reference 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Reference 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

The Bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The Mississippi Department of Corrections will begin contacting references at the top of the list and will continue down the list until two (2) contacts have been reached. See Section 4.1.9 of this Invitation for Bids.

ATTACHMENT D

Certifications and Assurances

Bidder makes the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in bid.

2. REPRESENTATION REGARDING GRATUITIES

The bidder represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Office of Personal Service Contract Review Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

Name/Title: _____

Signature/Date: _____

***Note:** Please be sure to circle the applicable word or words on numbers 1 - 4 provided above. Failure to circle the applicable word or words and/or to sign the Bid Form may result in the Bid being rejected as nonresponsive. Modifications or additions to any portion of this Bid document may be cause for rejection of the Bid.*

ATTACHMENT E

Bureau of Justice Assistance Special Conditions

This document provides the special conditions imposed by the Bureau of Justice Assistance on the Mississippi Department of Corrections and subrecipient to ensure the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2. C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this FY2019 award from Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless) of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient (“subgrantee”) at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF-425), unless a different retention period applies – and to which the recipient (and any subrecipient (“subgrantee”) at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must-

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all person associated with the recipient (or any subrecipient) who are or will be involved in activities under this award or both-

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance

with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements-- OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements- OJP considers a procurement “contract” (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at [https://ojp.gov/funding/Explore/Noncompetitive Procurement.htm](https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm) (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Unreasonable restrictions on competition under the award; association with federal government
SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government
Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or

subcontractor (at any tier), grant recipient or –subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Requirements pertaining to prohibited conduct related to trafficking in person (including reporting requirements and OJP authority to terminate award).

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of the recipient or of any subrecipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Compliance with applicable rules regarding approval, planning and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

OJP Training Guiding Principles

Any training or training materials that the recipient- or any subrecipient (“subgrantee”) at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38.

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including various “general provisions” in the Consolidated Appropriations Act, 2019, are set out at

<https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients (“subgrantees”) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by- (1) online submission accessible via the OIG webpage at <https://oig.justice/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (“subgrantee”) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient-
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both-

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

(b) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Noninterference (within the funded "program or activity") with federal law enforcement:

Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations – including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the "United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" – within the funded program or activity, no State or local government entity, -agency, or -official may

interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of “interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States.”

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term “alien” means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term “correctional facility” means what it means under title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term “impede” includes taking or continuing any action, or implementing or maintaining any law, policy, rule or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(4) “State” and “local government” include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(5) A “public” institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a “government entity,” and its officials to be “government officials.”)

(6) “Program or activity” means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000.4a).

(7) “Immigration status” means what it means under 8 U.S.C. 1373; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that “State” also includes American Samoa.

(8) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note (“Abolition ... and Transfer of Functions”), references to the “Immigration and Naturalization Service” in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations – including 8 U.S.C. 1357(a), under which certain federal officers and employees “have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the “United States,” and 8 C.F.R.

287.5(a), under which that power may be exercised “anywhere in or outside the United States” –no State or local government entity, -agency, or –official may use funds under this award to interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of “interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States.”

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The “Rules of Construction” set out in the “Noninterference (within the funded “program or activity”) with federal law enforcement: Interrogation of certain aliens” award conditions are incorporated by reference as though set forth here in full.

Noninterference (within the funded “program or activity”) with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the “program or activity” that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with “removal” process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes – including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day “removal period” during which the federal government “shall” detain and then “shall” remove an alien from the U.S. “begins” no later than “the date the alien is released from ... confinement”); also, the federal government is expressly authorized to make payments to a “State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien”); 8 U.S.C. 1226 (the federal government “shall take into custody” certain criminal aliens “when the alien is released”); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on “the number of illegal alien [felons] in Federal and State prisons” and programs underway “to ensure the prompt removal” from the U.S. of removable “criminal aliens” – within the funded program or activity, no State or local government entity, -agency, or –official (including a government-contracted correctional facility) may interfere with the “removal” process by failing to provide – as early as practicable (see para. 4.C. below) – advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release “as early as practicable (at least 48 hours, if possible).” (See DHS Form I-274A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose – to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the “Rules of Construction” and the “Important Note” set out in the “Noninterference (within the funded “program or activity”) with federal law enforcement: Interrogation of certain aliens” award conditions are incorporated by reference as though set forth here in full.

No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with “removal” process: Notice of scheduled release date and time
Consonant with federal law enforcement statutes – including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day “removal period” during which the federal government “shall” detain and then “shall” remove an alien from the U.S. “begins” no later than “the date the alien is released from ... confinement”; also, the federal government is expressly authorized to make payments to a “State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien”); 8 U.S.C. 1226 (the federal government “shall take into custody” certain criminal aliens “when the alien is released”); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on “the number of illegal alien [felons] in Federal and State prisons” and programs underway “to ensure the prompt removal” from the U.S. of removable “criminal aliens” –no State or local government entity, -agency, or –official (including a government-contracted correctional facility) may use funds under this award to interfere with the “removal” process by failing to provide – as early as practicable (see para. 4.C. below) – advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

The “Rules of Construction” set out in the “Noninterference (within the funded “program or activity”) with federal law enforcement: Notice of scheduled release” award condition are

incorporated by reference as though set forth here in full.

Requirements to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a “public” institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as “Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE).” All sub recipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Protection of human research subjects.

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Confidentiality of Data.

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing “Equal Treatment for Faith Based Organizations” (the “Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participants in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

As a special condition imposed by the federal grantor agency, the Mississippi Department of Corrections is required to obtain subrecipient signature as acknowledgement that such provisions have been provided and subrecipient understands the terms of the special conditions outlined in this document.

Authorized Official Signature

Date

Authorized Official Printed Name

Authorized Official’s Title

ATTACHMENT F

Reference Score Sheet

**TO BE COMPLETED BY MISSISSIPPI DEPARTMENT OF CORRECTIONS
ONLY**

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide Co-occurring Substance Abuse and Mental Illness treatment/recovery support services when you called?	Yes	No
Satisfied with the Co-occurring Substance Abuse and Mental Illness treatment/recovery support services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Co-occurring Substance Abuse and Mental Illness treatment/recovery support services?	Yes	No
Was the Co-occurring Substance Abuse and Mental Illness treatment/recovery support services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each "yes" is one (1) point; each "no" is zero (0) points. Bidder must have a minimum score of 10 from two (2) references (maximum total of 14 points) to be considered responsible and for its Bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the Bidder's organization? If yes, please explain.	Yes	No
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Called by: _____

Notes: _____

ATTACHMENT G

Required Clauses in Contracts for Services

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

PAYMODE

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

TERMINATION FOR CONVENIENCE

- (1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

TERMINATION FOR DEFAULT

- (1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

(As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the **contract was not in default under the provisions of this clause**, or that **the delay was excusable** under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, **be the same as if the notice of termination had been** issued pursuant to a termination for convenience.
- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by [agency] upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the [State] to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the [State], the [State] shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the [State] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH LAWS

Contractor understands that the [State] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities

under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

REPRESENTATION REGARDING CONTINGENT FEES

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

REPRESENTATION REGARDING GRATUITIES

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

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

STOP WORK ORDER

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

- (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (2) *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

E-PAYMENT

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

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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. Contractor agrees to

maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by 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.

ATTACHMENT H

Clauses Available for Use in Service Contracts

These are discretionary and the agency is neither required to use them nor prohibited from using others which are not included in this attachment.

ANTI-ASSIGNMENT/SUBCONTRACTING

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

ANTITRUST

By entering into a contract, Contractor conveys, sells, assigns, and transfers to the *[agency]* all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the *[agency]* under said contract.

APPROVAL

It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this agreement in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

AUTHORITY TO CONTRACT

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

CHANGE IN SCOPE OF WORK

The [agency] may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the [agency] and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the [agency] in writing of this belief. If the [agency] believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

CLAIMS BASED ON A CHIEF PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS

(1) **Notice of Claim.** If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - i. prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
 - ii. within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work;
or,

111. within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- (b) The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
 - (c) Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (2) **Limitation of Clause.** Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- (3) **Adjustment of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the [agency] shall result in the immediate termination of this agreement.

CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that [agency] is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to [agency] pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, [agency] shall follow the

provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The [agency] shall not be liable to the Contractor for disclosure of information required by court order or required by law.

CONTRACTOR PERSONNEL

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

COPYRIGHTS

Contractor agrees that [agency] shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to [agency] a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in

paragraphs two (2) and (3) of this certification; and,

- (5) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party’s prior written consent.

ERRORS IN EXTENSION

If the unit price and the extension price are at variance, the unit price shall prevail.

FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the [agency], after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the [agency] may have.

FAILURE TO ENFORCE

Failure by the [agency] at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the [agency] to enforce any provision at any time in accordance with its terms.

FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the [agency] a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

HIPAA COMPLIANCE

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees,

arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the [agency], and the [agency] shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The [agency] shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the [agency] shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

INFRINGEMENT INDEMNIFICATION

Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

INSURANCE

Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence and fidelity bond insurance with minimum limits of \$500,000. All general liability, professional liability and fidelity bond insurance will provide coverage to the [agency] as an additional insured. The [agency] reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

LIQUIDATED DAMAGES

When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$ _____ per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

MODIFICATION OR RENEGOTIATION

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: *name, title, Contractor, address*

For the agency: *name, title, agency, address*

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 Contractor.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the [agency] and agreed to by Contractor.

OWNERSHIP OF DOCUMENTS AND WORK PAPERS

[Agency] shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to [agency] upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from [agency] and subject to any copyright protections.

PATENTS AND ROYALTIES

Contractor covenants to save, defend, keep harmless, and indemnify the [agency] and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the [agency]. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PRICE ADJUSTMENT

(1) Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- (d) by the price escalation clause.

(2) Submission of Cost or Pricing Data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

PRIORITY

The contract consists of this agreement, the request for proposals [number] (hereinafter "RFP" and attached as Schedule []), and the response proposal by [Contractor] dated [date] (hereinafter "Proposal" and attached as Schedule []). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Schedules [] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

QUALITY CONTROL

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the [agency].

RECORD RETENTION AND ACCESS TO RECORDS

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the [agency], the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the [agency]. The rights of the [agency] are in addition and without prejudice to any other right the [agency] may have to claim the amount of any loss or damage suffered by the [agency] on account of the acts or omissions of Contractor.

RENEWAL OF CONTRACT

The contract may be renewed at the discretion of the agency upon written notice to Contractor at least [number] days prior to each contract anniversary date for a period of [number] successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed [number].

Upon written agreement of both parties at least [number] days prior to each contract anniversary date, the contract may be renewed by the [agency] for a period of [number] successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed [number].

REQUIREMENTS CONTRACT

During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the [agency] shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the [agency] for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the [agency] is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the [agency] may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the [agency] or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the [agency], whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

RIGHT TO INSPECT FACILITY

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

SEVERABILITY

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Contractor is considered by the [agency] to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the [agency], immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the [agency] shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

VARIATION IN QUANTITY

Upon the agreement of the parties, the quantity of services specified in this contract may be increased by a maximum of ten percent provided:

- (1) the unit prices will remain the same (except for any price adjustments otherwise applicable); and,
- (2) the Chief Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract, or that it would not be practical to award another contract.

WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.