

**Mississippi State Department of Health
Sub-Grant Agreement**



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**Mississippi State Department of Health Sub-Grant Agreement
with City of Hattiesburg (Forrest/Lamar)**

Agreement No. NU50CK000414-03-04

SECTION 1.0: Parties to the Agreement

This agreement is made this the 8 day of January, 2019, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Hattiesburg (Forrest & Lamar), hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 2/1/2019 through 7/31/2019.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as ELC Zika Supplemental.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$45,936.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) 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 (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 Employment Verification. The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 Federal Law. Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 Program Specific Law. Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 Sub-Grantee Status. Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 Representation Regarding Contingent Fees and Gratuities. Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 Public Records Clause. MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its 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 Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Melody Winston

TITLE: Communicable Diseases Director

ADDRESS: 570 East Woodrow Wilson, P.O. Box 1700
Jackson, MS 39215-1700

E-MAIL: Melody.Winston@msdh.ms.gov

TELEPHONE: 601-576-7725

For Sub-Grantee

NAME: Jennifer Shows

TITLE: Grant Coordinator

ADDRESS: P.O. Box 1898
Hattiesburg, MS 39403

E-MAIL: jshows@hattiesburgms.com

TELEPHONE: 601-545-4544

Section 10.0 Enforceability

- 10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

DocuSigned by:

Mitchell Adcock

C3DA7C66AD0A4EF

Chief Administrative Officer

For the State Health Officer

Agreement **EXECUTED** With This Signature

2/20/2019 | 10:56:01 AM CST

Date

For the SUB-GRANTEE:

Tony B. Mayor
Sub-Grantee Authorized Signature and Title

2/05/2019

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. **Include** the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
N/A			

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Toby Barker, Mayor

Jeffrey George, Ward 1 Councilman

Deborah Delgado, Ward 2 Councilwoman

Carter Carroll, Ward 3 Councilman

Mary Dryden, Ward 4 Councilwoman

Nicholas Brown, Ward 5 Councilman

- a. Are any members of the governing body or project staff also MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

- b. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

The above information was provided by:

Jennifer Shows

Grant Coordinator

12/21/2018

Print Name

Title

Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

N/A

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and Title

Date

SCOPE OF WORK

See Attached

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

See Attached