

**DEPARTMENT OF CORRECTIONS
PERSONAL SERVICE CONTRACT
INDEPENDENT CONTRACTOR
CONTRACT NO. 8200044402
MODIFICATION NUMBER 1**

This **Modification Number 1** shall serve to amend the original Contract made by and between the Department of Corrections (“DOC”) whose address is 301 N. Lamar Street, Jackson, Mississippi 39201 and Mississippi State University, Office of Sponsored Projects (“Contractor”), whose address is 133 Etheredge Hall 449 Hardy Road, Mississippi State, Mississippi 39762 and fully executed on April 8, 2019.

WHEREAS, DOC requests this modification to include language required by the United States Department of Justice (USDOJ), Bureau of Justice Assistance (BJA) by adding Contract Management as Section 38, making Entire Agreement Section 39 and updating Section 39 to make reference to this modification as an amendment to the Contract and include the addition of Exhibit B, BJA Special Conditions as required by federal grantor; update Sections 14 and 34 in accordance with the Public Procurement Review Board *Office of Personal Service Contract Review Rules and Regulations*, effective January 18, 2020; and update Section 22 to reflect the name of DOC’s Commissioner and mailing address.

NOW THEREFORE, MDOC and Contractor, by entering into this **Modification Number 1**, mutually agree that the following provisions shall modify the aforementioned terms and conditions of the original Contract, effective June 25, 2020. All other terms and conditions of the Contract remain the same.

14. **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.

22. **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 the DOC:
Burl Cain, Commissioner
Department of Corrections
301 N. Lamar Street
Jackson, Mississippi 39201

For the Contractor:
Kevin Enroth, Director,
Office of Sponsored Projects
Mississippi State University
P.O. Box 6156
Mississippi State, Mississippi 39762

34. **TERMINATION.** The DOC may terminate this Contract with or without cause upon thirty (30) days written notice to the Contractor. The Contractor may terminate this contract with cause upon thirty (30) days written notice to DOC.

A. 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.

B. 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 (1) 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.

C. Termination Upon Bankruptcy:

This contract may be terminated in whole or in part by DOC 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.

38. **CONTRACT MANAGEMENT.** The Department of Corrections (DOC) 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 DOC 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 DOC. 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 DOC 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, DOC 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 DOC. 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 DOC 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 DOC 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 DOC 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 DOC 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), DOC, 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 DOC.

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 DOC to monitor the activities of its subrecipients as necessary to ensure the subaward is used for authorized purposes. DOC's monitoring of subawards include the following components:

1. A desk review of financial and programmatic reports required by DOC. 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 DOC 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 DOC'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, DOC 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, DOC 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 DOC 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 DOC Commissioner or DOC Deputy Administrator; 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 DOC 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 DOC contact person for the review. DOC 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, DOC 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, DOC 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 – DOC 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 – DOC 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, DOC may impose additional conditions. However, if it is determined that non-compliance cannot be remedied by imposing additional conditions, DOC 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

39. **ENTIRE AGREEMENT.** This Contract, any amendments (**Modification Number 1**) thereto, and all Exhibits (Exhibit A, and Exhibit B) to this Contract constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

This Contract has been entered into and executed by the Department of Corrections and Mississippi State University, Office of Sponsored Projects hereto as of the day and year first above written.

_____	_____
Kevin Enroth, Director	Date
Office of Sponsored Projects	
Mississippi State University	

_____	_____
Burl Cain, Commissioner	Date
Department of Corrections	

EXHIBIT B – SPECIAL CONDITIONS

Federal Award Identification: 2018-RW-BX-0014

Subrecipient Name: Mississippi State University, Office of Sponsored Projects

Subrecipient DUNS Number: 07-546-1814

Federal Award Date: 09/29/2018

Subaward Period of Performance: 04/08/2019 to 09/30/2021

Total Amount of Federal Funds Obligated to Subrecipient: \$89,600.00

Total Amount of Federal Award: \$715,230

Federal Award Project Description: MDOC CORP18 Project

Federal Awarding Agency: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Catalog of Federal Domestic Assistance (CFDA) Number: 16.812

Catalog of Federal Domestic Assistance (CFDA) Name: Second Chance Act Reentry Initiative

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.

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 subrecipient’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 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 website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards 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 \$150,000.

The recipient, and any subrecipient 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, \$150,000). This condition applies to agreements that – for

EXHIBIT B – SPECIAL CONDITIONS

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 website at <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 \$150,000)), and are incorporated by reference here.

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

The recipient, and any subrecipient 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, 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 website 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.

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

The recipient, and any subrecipient 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 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 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.

EXHIBIT B – SPECIAL CONDITIONS

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

The recipient, and any subrecipient 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 at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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 also sets out rules and requirements that pertain to recipient and subrecipient 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 the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” 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 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 2018).

The recipient, and any subrecipient 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, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

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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 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) 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 (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (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 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, procurement contracts, or both--
 - a. it represents that--

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- i. it has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward), 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
 - ii. 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 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.

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 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The

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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.

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