

SUBGRANT AGREEMENT
between
THE MISSISSIPPI COMMUNITY COLLEGE BOARD
and
MISSISSIPPI OFFICE OF THE STATE AUDITOR

AGREEMENT dated as of 1st day of June 2019, by and between The Mississippi Community College Board (hereinafter referred to as "MCCB," "Agency", or "State"), 3825 Ridgewood Road, Jackson, MS 39211 and MISSISSIPPI OFFICE OF THE STATE AUDITOR, (hereinafter referred to as "Contractor") P.O. Box 956, Jackson, MS 39205-0956.

NOW THEREFORE, the parties agree as follows:

1. Contractor Obligations

SCOPE OF WORK:

- Participate in PDG B-5 project meetings, conference calls, and webinars, as requested
- Develop and disseminate a statewide survey and inventory of child-based programs
- Conduct a performance-based audit and produce a report of child-based programs within State government agencies that receive federal, state, and/or private funds to protect or promote children's health, safety, and education, using geospatial and other analytical data and models.
- Subcontract portions of the project to Delta State University (Geospatial analysis and development), University of Mississippi (Survey Research dissemination and collection through their Social Science Research Lab), and Mississippi State (survey follow-up, documentation collection and analysis assistance) through the John C. Stennis Institute of Government

DELIVERABLES:

1. On or before September 30, 2019, develop and disseminate a statewide survey of child-based programs
2. On or before September 30, 2019, create and share with PDG B-5 team a cohesive inventory/listing of entities, agencies, and organizations (as well as relevant contacts within each) that affect children across Mississippi in the areas of health, safety, and/or education
3. On or before December 30, 2019, complete a performance-based audit of child-based programs within state departments or agencies that receive state or federal funds to protect or promote children's health, safety, and education
4. On or before December 30, 2019, produce a report which includes the following information for identified entities, agencies, and organizations which receive state or federal funds to protect or promote children's health safety and education:
 1. Inventory and survey data;
 2. Geographic and program type information related to duplication/overlap of services and lack of services across the counties of Mississippi; and
 3. Pertinent performance/outcomes information for early childhood programs.
 4. Recommendations for future actions

5. On or before December 30, 2019, provide copies of all relevant data collected to the Mississippi Community College Board.

2. MCCB Obligations

- To serve as the official point of contact and liaison with all PDG B-5 funders.
- To provide technical assistance and subject matter expertise in the planning, development, and management, of the PDG B-5 Grant Program.
- To host, as necessary, PDG B-5 project meetings, webinars, conference calls, technical assistance workshops and conferences.
- To coordinate and submit project fiscal and programmatic reports to funding sources.
- To conduct programmatic and fiscal monitoring and site visits of all PDG B-5 Project partners.

3. Consideration and Payment

- a. Budget Narrative (SEE ATTACHMENT A)

- b. Line Item Budget

Line Items	Federal Request	Kellogg Allocation	Matching Contribution	Total
Personnel	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Contractual Services	\$60,000.00	\$0	\$0	\$60,000.00
Other	\$0	\$0	\$0	\$0
Total Direct Costs	\$60,000.00	\$0	\$0	\$60,000.00
Indirect Costs	\$0	N/A	\$0	\$0
GRAND TOTAL	\$60,000.00	\$0	\$0	\$60,000.00

c. Invoicing and Payment

As consideration for the performance of this Agreement, the MCCB agrees to pay the MISSISSIPPI OFFICE OF THE STATE AUDITOR, \$60,000.00. Funding will be provided on a cost-reimbursement basis in increments not to exceed \$20,000 per subcontractor- Delta State University, Mississippi State University, and University of Mississippi. Payment will be made within 45 days of submittal of the appropriate invoice. Invoices may be submitted for payment.

d. Maximum Contract Value

The total amount of payment to MISSISSIPPI OFFICE OF THE STATE AUDITOR shall not exceed \$60,000.00.

4. Term

The period of this Agreement shall begin on June 1, 2019, and shall end on December 30, 2019.

5. Examination of Records

MISSISSIPPI OFFICE OF THE STATE AUDITOR agrees that the Agency, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of MISSISSIPPI OFFICE OF THE STATE AUDITOR related to the Agency's charges and performance under this agreement. MISSISSIPPI OFFICE OF THE STATE AUDITOR shall keep such records for a period of four (4) years after an issued audit or after the receipt and acceptance of the final progress report, unless the Agency authorizes earlier disposition of such records. MISSISSIPPI OFFICE OF THE STATE AUDITOR agrees to refund to the Agency any overpayment disclosed by an audit.

6. Termination of Agreement

MISSISSIPPI OFFICE OF THE STATE AUDITOR acknowledges that MCCB is the grantee of a grant from the U.S. Department of Health and Human Services, Administration for Children and Families and the W.K. Kellogg Foundation and is bound by the terms and conditions of the grants. As a subgrantee approved by the MCCB, MISSISSIPPI OFFICE OF THE STATE AUDITOR must act in a manner consistent with those terms and conditions.

If MISSISSIPPI OFFICE OF THE STATE AUDITOR fails to comply with this Subgrant Agreement or acts in a manner inconsistent with the terms and conditions of the grant or fails to take an action required by the terms and conditions of the grant, the MCCB, in its discretion, may terminate this Subgrant Agreement, effective immediately upon delivery of written notice to MISSISSIPPI OFFICE OF THE STATE AUDITOR or any date thereafter.

In addition, this Subgrant Agreement may be terminated as follows:

- (a) Upon the mutual written agreement of the parties;
- (b) Upon thirty days' written notice by either party with or without cause;

7. Modification of Agreement

This agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. MISSISSIPPI OFFICE OF THE STATE AUDITOR's PDG B-5 Project Manager and/or business manager may request a budget modification via electronic mail. Upon written approval of the requested budget modification by the PDG B-5 Project Manager, MCCB will administratively modify the requested line items. Budget modification requests may not exceed the maximum contract value as stated in Section 3.d. 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.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The parties shall comply with applicable federal, state, and local laws and regulations.

9. EOE/ADA Compliance

MISSISSIPPI OFFICE OF THE STATE AUDITOR acknowledges that the Agency is an equal opportunity employer and 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 MISSISSIPPI OFFICE OF THE STATE AUDITOR agrees during the term of the agreement that MISSISSIPPI OFFICE OF THE STATE AUDITOR will adhere to this policy in its employment practices and provision of services. MISSISSIPPI OFFICE OF THE STATE AUDITOR 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 or may be amended or modified.

10. Subcontracts

- MISSISSIPPI OFFICE OF THE STATE AUDITOR shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the Agency. The MCCB hereby grants consent to the MISSISSIPPI OFFICE OF THE STATE AUDITOR to subcontract with Delta State University (Geospatial analysis and development), University of Mississippi (Survey Research dissemination and collection through their Social Science Research Lab), and Mississippi State (survey follow-up, documentation collection and analysis assistance) through the John C. Stennis Institute of Government for the completion of the scope of work and deliverables stated herein. An attempted assignment without said consent shall be void and of no effect.

11. Failure to Enforce

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

12. Integrated Agreement

This Agreement, including all incorporated documents, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. MISSISSIPPI OFFICE OF THE STATE AUDITOR acknowledges that it has thoroughly read all agreement documents and has had the opportunity to receive competent advice and counsel obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Agency or MISSISSIPPI OFFICE OF THE STATE AUDITOR on the basis of draftsmanship or preparation thereof.

13. Severability

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Agency's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

14. Captions

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

15. Notice

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the signatory below at the address first shown above. The parties agree to promptly notify each other in writing of any change of address.

16. Waiver

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

the Agency, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the Agency.

17. Compliance with Mississippi Employment Protection Act (MEPA)

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated Supp. 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the MCCB or the State of Mississippi (collectively referred to as the “state”), and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

18. E-Payment and e-Invoicing.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the MCCB using the processes and procedures identified by the State. Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

19. Additional Clauses

A) Matching Funds: MISSISSIPPI OFFICE OF THE STATE AUDITOR agrees to provide Matching funds as specified in the approved project budget narrative presented in ATTACHMENT A.

B) Identification of Funding Sources: MISSISSIPPI OFFICE OF THE STATE AUDITOR agrees to provide the following statement when publicly disseminating

information regarding the grant funding sources, if funded in whole or partially by one or both of the below Grantors, as applicable:

U.S. Department of Health and Human Services, Administration for Children and Families Funded:

“Funding for this project was approved by the U.S. Department of Human Services, Administration for Children and Families, Grant Number 90TP0022. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the authors(s) and do not necessarily reflect the views of the U.S. Department of Human Services, Administration for Children and Families.”

W.K. Kellogg Foundation Funded (If Applicable- see Item 3b):

“The W.K. Kellogg Foundation (WKKF), founded in 1930 as an independent, private foundation by breakfast cereal pioneer, Will Keith Kellogg, is among the largest philanthropic foundations in the United States. Guided by the belief that all children should have an equal opportunity to thrive, WKKF works with communities to create conditions for vulnerable children so they can realize their full potential in school, work and life. The Kellogg Foundation is based in Battle Creek, Michigan, and works throughout the United States and internationally, as well as with sovereign tribes. Special emphasis is paid to priority places where there are high concentrations of poverty and where children face significant barriers to success. WKKF priority places in the U.S. are in Michigan, Mississippi, New Mexico and New Orleans; and internationally, are in Mexico and Haiti. For more information, visit www.wkkf.org.”

Using the Kellogg Foundation name and logo:

Please use the foundation’s full name (W.K. Kellogg Foundation) for all first references in your release or other publications. On second reference, it may be Kellogg Foundation or WKKF. It is never Kellogg or Kellogg’s. **The Kellogg Foundation’s corporate logo is for use on foundation products only. It is not to be used on other materials without approval by the Kellogg Foundation Communications Department.** If you have questions about the writing or distribution of your news release, contact the Kellogg Foundation Communications Department at 269.968.1611 or communications@wkkf.org.

- C) MISSISSIPPI OFFICE OF THE STATE AUDITOR** agrees to comply with all PDG B-5 data reporting requirements, programmatic, financial, and program evaluation requirements.
- D) MISSISSIPPI OFFICE OF THE STATE AUDITOR** agrees to complete and submit the **Reimbursement Line Item Report Cover Forms** to request reimbursement of PDG B-5 staff salaries and fringe benefits.

- E) MISSISSIPPI OFFICE OF THE STATE AUDITOR** agrees to submit applicable, legible financial supporting documentation to request monthly reimbursement of PDG B-5 program costs.
- F) Accounting and Audit:** MISSISSIPPI OFFICE OF THE STATE AUDITOR must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. MISSISSIPPI OFFICE OF THE STATE AUDITOR is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. MISSISSIPPI OFFICE OF THE STATE AUDITOR shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, MISSISSIPPI OFFICE OF THE STATE AUDITOR shall make such records available to the MCCB (or its designated representatives) for inspection or audit at MCCB's expense and on reasonable notice to MISSISSIPPI OFFICE OF THE STATE AUDITOR. The MCCB may also, at its expense and on reasonable notice to MISSISSIPPI OFFICE OF THE STATE AUDITOR, monitor and evaluate operations under this grant, including on-site visits to observe MISSISSIPPI OFFICE OF THE STATE AUDITOR's procedures and talk with MISSISSIPPI OFFICE OF THE STATE AUDITOR's personnel.
- G) Legal and Tax Requirements:** MISSISSIPPI OFFICE OF THE STATE AUDITOR represents and warrants to the MCCB that:
- A.** MISSISSIPPI OFFICE OF THE STATE AUDITOR is an organization in good standing, is either a governmental unit or an organization described in Section 501(c) (3) of the U.S. Internal Revenue Code (.Code.), and is not a "private foundation" within the meaning of Section 509(a) of the Code. MISSISSIPPI OFFICE OF THE STATE AUDITOR will notify the MCCB immediately of any change in its tax status.
 - B.** Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will MISSISSIPPI OFFICE OF THE STATE AUDITOR use grant funds or any income earned thereon:
 - a)** To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d) (1) of the Code).
 - b)** To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d) (2) of the Code).
 - c)** To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d) (3) or (4) of the Code.
 - d)** To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c) (2) (B) of the Code.

C. MISSISSIPPI OFFICE OF THE STATE AUDITOR agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a “private foundation” within the meaning of Section 509(a) of the Code.

D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.

H) **Patriot Act Compliance:** MISSISSIPPI OFFICE OF THE STATE AUDITOR certifies to the MCCB that funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, MISSISSIPPI OFFICE OF THE STATE AUDITOR agrees to ensure that any grant funds,, will not be disbursed to any organization or individual listed on the United States Government’s Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, MISSISSIPPI OFFICE OF THE STATE AUDITOR takes reasonable steps to ensure that its trustees, staff, subgrantees and volunteers have no dealings whatsoever with known terrorist organizations.

I) **Ownership and Royalties:** MISSISSIPPI OFFICE OF THE STATE AUDITOR shall retain all rights, title and interest in any intellectual property to include, but not limited to, literary and artistic works, products, materials, information and computer software created or developed as a result of this grant (“Developed Materials”). MISSISSIPPI OFFICE OF THE STATE AUDITOR hereby, as applicable, grants to the U.S. Department of Health and Human Services, Administration for Children and Families, W.K. Kellogg Foundation, and the MCCB a perpetual, worldwide, royalty-free, non-exclusive right and license to use, publish, distribute, reproduce, copy and modify any intellectual property developed as part of the Project for non-commercial purposes. Any moneys realized by MISSISSIPPI OFFICE OF THE STATE AUDITOR from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for the Project or for educational and charitable purposes and shall not inure to the personal benefit of individual(s) or non-charitable entities.

J) **Termination/Repayment of Grant Funds:** In addition to the provisions found in Section 6, MCCB reserves the right to discontinue funding and terminate the grant at any time if the MCCB determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by MISSISSIPPI OFFICE OF THE STATE AUDITOR in an effective and efficient manner to further the grant’s purpose or (iii) MISSISSIPPI OFFICE OF THE STATE AUDITOR has otherwise failed to comply with the terms of this Agreement. In the event the MCCB makes any such determination, the MCCB shall have the right to (i) discontinue any further payments to MISSISSIPPI OFFICE OF THE STATE AUDITOR (under this or any other agreement MCCB may have with

MISSISSIPPI OFFICE OF THE STATE AUDITOR), (ii) direct MISSISSIPPI OFFICE OF THE STATE AUDITOR to repay to MCCB any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the MCCB by MISSISSIPPI OFFICE OF THE STATE AUDITOR under this agreement against funds the MCCB may owe MISSISSIPPI OFFICE OF THE STATE AUDITOR under any other agreement.

K) MISSISSIPPI OFFICE OF THE STATE AUDITOR hereby consents to the applicable Grantor's (HHS and/or WKKF) grant terms and conditions including compliance with 2 CFR 200 requirements.

L) **ATTACHMENT A** refers to the PDG B-5 project budget summary and narrative.

The officials below warrant that they are the duly authorized SIGNATORY OFFICIAL of the contracting parties herein, have full authority to sign this agreement on behalf of the contracting parties and agree to the terms of this agreement.



Dr. Andrea Mayfield
Executive Director, MCCB



Date



Shad White, State Auditor
Mississippi Office of the State Auditor



Date

Mississippi Year of the Child Budget Narrative

July 15, 2019

A Grant from the Mississippi State Board of Community and Junior Colleges (SBCJC)
to the Mississippi Office of the State Auditor (OSA)

This project will create an inventory and overview of the types, locations, and annual spending of Mississippi programs that directly impact children—birth to 18—in the areas of health, safety, and education. The proposed scope of the project has three parts: 1) development of a statewide contact list of possible programs with a survey to collect information about various programs; 2) Survey follow-up, additional and more detailed data gathering and verification, analysis of programs; 3) Final report, and graphic (GIS-based) story-board and mapping of data analysis and other results. This final part will also include recommendations for improvements and continuation of the project with the ultimate goal of examining all program area outcomes for efficiency and effectiveness.

The OSA proposes to divide the \$60,000 grant amongst three research teams as follows (with no administrative or other costs to OSA, although OSA will provide oversight, management, guidance, and a final report):

- | | |
|----------|--|
| \$20,000 | (Lump Sum) John C. Stennis Institute of Government
Under the direction of Executive Director Dallas Breen. They will verify survey data and conduct follow-up research into the various programs identified in the survey using existing full-time staff and graduate students. Their work will also include coordination with Delta State and collection of any available outcome data from surveyed entities; |
| \$20,000 | (Lump sum) University of Mississippi (UM) Social Science Research Lab
Under the direction of Political Science Associate Professor, Graduate Program Coordinator and Director of the Social Science Research Lab (SSRL), Dr. Jon Winburn, the SSRL will utilize its facilities, technology, and students to gather additional information about identified programs and conduct some base-level analysis of all data collected. In conjunction with the GIT, the SSRL will take the lead in identifying the overlap and lump sum amount for the SSRL. Equivalent workload similar to MSU = up to 20 hours per week, for up to four graduate students and coordinator for approximately 16 weeks. |
| \$20,000 | (Lump sum) Delta State University (DSU) Geospatial Information Technologies
Professor Talbot Brooks has proposed utilizing his team and facilities to create a GIS based interactive “storyboard” as part of the end product (to complement and enhance the written report) that can show where in the state various types of programs exist and how much is allocated. This will allow a visual representation of duplication, overlap, and gaps of the various program and program types across the state. He further proposes that this can be created as an ongoing product that could be updated by various agencies in future years and which could be web-hosted (at a state agency) to create a greater level of transparency for policy and decision making. |

All funds paid to the three universities would include any required administrative costs, overhead, etc. that is required by the university. No additional funds would be provided. OSA will be responsible for the final product which will include a virtual visualization and a written summary report. All data and other products collected will be provided to the Governor’s Office as well as the Community and Junior College Board at the end of this project.



15 July 2019

Dear Ms. Atkinson;

Please allow for this letter to serve as "Exhibit A" as referenced by the accompanying inter-agency services agreement numbered GIS 2019-001. The purpose of this document is to describe the scope of work to be performed by the Center for Interdisciplinary Geospatial Information Technologies at Delta State University (the "Center") as part of the greater "Year of the Child" project being undertaken by your office. In this regard, the Center shall:

1. Work with the MS Office of the State Auditor to analyze data obtained from a survey instrument about funding in support of child development activities in the State of Mississippi with the intent of creating a series of maps which show how and where funds are being obtained and spent in this regard. This process may take 2-4 weeks from the time the data are received.
2. Use the resultant raw data and any supporting analytic products created to create a narrative "Story Map" which relates the overarching themes learned through the survey process to interactively relate key information about child development funding in Mississippi. This may include publishing data to a password protected web-portal such that it may be explored by other project participants. A draft story map will be produced within 2 weeks of the conclusion of the analysis process and a final product rolled out 2-4 weeks thereafter.
3. Prepare a series of static maps for inclusion in a final report which support the study's findings. These maps shall be furnished not later than 3 weeks prior to the project's final due date with the Governor.

Please let me know if you have additional thoughts or concerns.

Sincerely,

Talbot J. Brooks, Director
Center for Interdisciplinary Geospatial Information Technologies
Delta State University

INTRA-AGENCY SERVICE AGREEMENT

FIXED-PRICE

NO. GIS-2019-001

THIS INTERAGENCY SERVICE AGREEMENT is entered into pursuant to the laws of the State of Mississippi by and between **Mississippi Office of the State Auditor** (hereinafter called "Sponsor"), and the Center for Interdisciplinary Geospatial Information Technology at Delta State University (hereinafter called "the Center").

WHEREAS Sponsor desires that the Center perform certain services as described in the scope of work attached hereto and incorporated herein as Exhibit A, "**Year of the Child**" as it pertains to mapping services, and the Center desires to perform such services upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF WORK. The Center shall use all reasonable efforts to perform the services and deliver any reports or other items specified in Exhibit A, "**Year of the Child**" as it pertains to mapping services, attached hereto.

ARTICLE II. PROJECT DIRECTOR. The Center shall provide **Talbot J. Brooks**, Director of the Center, as Project Director for work under this Agreement. The Project Director shall not be replaced without prior consent written consent from the Sponsor.

ARTICLE III. PERIOD OF PERFORMANCE. This Agreement shall begin on **22 July 2019** and shall terminate on **21 July 2020**. This Agreement may be modified or extended at any time by mutual written consent of both parties.

ARTICLE IV. SPECIAL PROVISIONS.

1. **Compensation.** Compensation shall be on a firm-fixed-price basis. Sponsor shall pay the Center **\$20,000** for the Center's services hereunder. The amount of the contract price due under this Agreement shall be paid upon receipt of invoices from Delta State University. The first invoice shall be due no later than 1 August 2019 in the amount of \$5,000. The remainder shall be paid by mutual agreement as work progresses. Invoices are due and payable within 30 days.
2. **Publications.** Sponsor recognizes that under the Center's policy the results of work performed under this Agreement must be publishable and agrees that the Center and its

employees and students engaged in work under this Agreement shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Upon written request by Sponsor, copies of proposed manuscripts will be furnished to Sponsor for review prior to publication. In no event will the Center delay publication for more than thirty (30) days from date of submittal of manuscript for Sponsor review.

3. **Notices.** All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, first class, facsimile or e-mail. Addresses are as follows:

For the Center for Interdisciplinary Geospatial Information Technology at Delta State University:

Talbot Brooks, Director
Center for Interdisciplinary Geospatial Information Technology
Delta State University
150 Kethley Hall
Cleveland, MS 38733-3325

Phone: 662-846-4520

Fax: 662-846-4099

ARTICLE V. GENERAL PROVISIONS.

1. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.
2. **Waivers.** No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.
3. **Assignment.** Neither party may assign any rights hereunder without the express, written, prior consent of both parties.
4. **Cancellation for Nonappropriations.** The parties recognize that performance by the Center depends upon appropriation of funds by the State Legislature of Mississippi. If the Legislature fails to appropriate the necessary funds, or if the Center's appropriation is reduced during the fiscal year, the Center may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. The Center

agrees to notify Sponsor as soon as reasonably possible after the Center knows of the loss of funds.

5. **Conflict of Interest.** The State of Mississippi, Delta State University, or the Center may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the the Center becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.
6. **Independent Contractor.** The Center is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. Center employees shall not be considered employees of Sponsor, and neither the State of Mississippi, Delta State University, the Center nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this agreement, to participate in any benefits or privileges given or extended by the other party to its employees.
7. **Termination.** Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by Sponsor, Sponsor shall remain responsible for payment to the Center for all work performed through the date of termination and for reimbursement to the Center of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments shall include employment commitments to Center personnel through the end of the semester following any such termination by Sponsor. In the event the Center terminates this Agreement any unused funds from the advance will be returned.
8. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by a court of law as established by MS IHL policy.
9. **Insurance.** The Center maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Mississippi.
10. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

11. **News Release.** Sponsor may not use the name of Delta State University or the Center in news releases, publicity, advertising, or other promotion, without the prior written consent of the Center, except for documents used for internal consumption by Sponsor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

Delta State University
For and on behalf of the Center

By: _____

Talbot Brooks, Director
Center for Interdisciplinary Geospatial Information Technologies
Delta State University

Date: _____

For and on behalf of Mississippi Office of the State Auditor

By: _____

Name: Sitard White

Title: State Auditor

Date: 8/30/19

11. **News Release.** Sponsor may not use the name of Delta State University or the Center in news releases, publicity, advertising, or other promotion, without the prior written consent of the Center, except for documents used for internal consumption by Sponsor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

Delta State University
For and on behalf of the Center

By: 

Talbot Brooks, Director
Center for Interdisciplinary Geospatial Information Technologies
Delta State University

Date: 30 Aug 19

For and on behalf of Mississippi Office of the State Auditor

By: 

Name: Shadrick White

Title: State Auditor

Date: 8/30/19

INTRA-AGENCY SERVICE AGREEMENT

FIXED-PRICE

NO. SIG-2019-001

THIS INTERAGENCY SERVICE AGREEMENT is entered into pursuant to the laws of the State of Mississippi by and between **Mississippi Office of the State Auditor** (hereinafter called "Sponsor"), and the **John C. Stennis Institute of Government and Community Development** at Mississippi State University (hereinafter called "the Institute").

WHEREAS Sponsor desires that the Institute perform certain services as described in the scope of work attached hereto and incorporated herein as Exhibit A, "**Year of the Child**" as it pertains to survey follow-up and policy analysis, and the Institute desires to perform such services upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. SCOPE OF WORK. The Institute shall use all reasonable efforts to perform the services and deliver any reports or other items specified in Exhibit A, "**Year of the Child**" as it pertains to survey research and policy insight , attached hereto.

ARTICLE II. PROJECT DIRECTOR. The Institute shall provide **Joseph "Dallas" Breen**, Executive Director of the John C. Stennis Institute of Government and Community Development, as Project Director for work under this Agreement. The Project Director shall not be replaced without prior consent written consent from the Sponsor.

ARTICLE III. PERIOD OF PERFORMANCE. This Agreement shall begin on **1 September 2019** and shall terminate on **31 December 2019**. This Agreement may be modified or extended at any time by mutual written consent of both parties.

ARTICLE IV. SPECIAL PROVISIONS.

1. **Compensation.** Compensation shall be on a firm-fixed-price basis. Sponsor shall pay the Institute **\$20,000** for the Institute's services hereunder. The amount of the contract price due under this Agreement shall be paid upon receipt of invoices from Mississippi State University. The first invoice shall be due no later than 1 November 2019 in the amount of \$10,000. The remainder shall be paid upon project completion, 31 December 2019. Invoices are due and payable within 30 days.
2. **Publications.** Sponsor recognizes that under the Institute's policy the results of work performed under this Agreement must be publishable and agrees that the Institute and its

employees and students engaged in work under this Agreement shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement. Upon written request by Sponsor, copies of proposed manuscripts will be furnished to Sponsor for review prior to publication. In no event will the Institute delay publication for more than thirty (30) days from date of submittal of manuscript for Sponsor review.

3. **Notices.** All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, first class, facsimile or e-mail. Addresses are as follows:

For the John C. Stennis Institute of Government and Community Development at Mississippi State University:

Joseph "Dallas" Breen, Ph.D., Executive Director
John C. Stennis Institute of Government and Community Development
Mississippi State University
382 Hardy Rd.
Mississippi State, MS 39762

Phone: 662-325-3328

Fax: 662-325-3772

ARTICLE V. GENERAL PROVISIONS.

1. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.
2. **Waivers.** No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.
3. **Assignment.** Neither party may assign any rights hereunder without the express, written, prior consent of both parties.
4. **Cancellation for Nonappropriations.** The parties recognize that performance by the Institute depends upon appropriation of funds by the State Legislature of Mississippi. If the Legislature fails to appropriate the necessary funds, or if the Institute's appropriation is reduced during the fiscal year, the Institute may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. The Institute

agrees to notify Sponsor as soon as reasonably possible after the Institute knows of the loss of funds.

5. **Conflict of Interest.** The State of Mississippi, Mississippi State University, or the Institute may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the the Institute becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.
6. **Independent Contractor.** The Institute is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. Institute employees shall not be considered employees of Sponsor, and neither the State of Mississippi, Mississippi State University, the Institute nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this agreement, to participate in any benefits or privileges given or extended by the other party to its employees.
7. **Termination.** Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by Sponsor, Sponsor shall remain responsible for payment to the Institute for all work performed through the date of termination and for reimbursement to the Institute of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments shall include employment commitments to Institute personnel through the end of the semester following any such termination by Sponsor. In the event the Institute terminates this Agreement any unused funds from the advance will be returned.
8. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by a court of law as established by MS IHL policy.
9. **Insurance.** The Institute maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Mississippi.
10. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

11. **News Release.** Sponsor may not use the name of Mississippi State University or the Institute in news releases, publicity, advertising, or other promotion, without the prior written consent of the Institute, except for documents used for internal consumption by Sponsor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.

**Mississippi State University
For and on behalf of the Institute**

By: Kevin Enroth

Kevin Enroth, Director
Office of Sponsored Projects
Mississippi State University

Date: 9/3/19

For and on behalf of Mississippi Office of the State Auditor

By: [Signature]

Name: Shirley White

Title: State Auditor

Date: 8/30/19



STENNIS
INSTITUTE
OF GOVERNMENT
MISSISSIPPI STATE
UNIVERSITY

JOHN C. STENNIS INSTITUTE OF GOVERNMENT

August 12, 2019

EXHIBIT A: "YEAR OF THE CHILD" SCOPE OF WORK

SIG-2019-001

Project Background and Description

The John C. Stennis Institute of Government and Community Development (Stennis Institute) is proposing the support for the survey and policy insight as a component of the project from the Office of the State Auditor of Mississippi. In early August of 2019, the Office of the State Auditor of Mississippi contacted the Stennis Institute to inquire of the Institute's ability to serve a role in a project evaluating the implementation and effectiveness of K-12 programs by state agencies across Mississippi. The Institute has over 40 years providing state agencies with sound policy insight and expertise. The Institute is proposing the assistance with the State Auditor's Office in fulfilling the overall project scope of work by providing follow-up phone interviews with agencies successfully completing the survey instrument disseminated by the State Auditor's Office.

1. Project Scope and Deliverables

The Stennis Institute's initial assessment of anticipated costs for survey follow-up, insight, and analysis is approximately \$20,000. The justification of costs can be found in the attached draft budget below. The Office of the State Auditor would agree to provide any relevant survey information to the Stennis Institute, including any subsequent necessary agency information needed to comprehend the intricacies of intra-agency collaboration efforts. The Stennis Institute will then begin the process of surveying the state agencies and conducting analysis from the data gathering effort.

Deliverables for this project include:

The Stennis Institute will provide, as deliverables for the project, detailed interview responses from state agencies on the implementation, expenditures, and other items pertinent to the evaluation of the K-12 programs provided by state agencies across Mississippi. The data collected from these calls will be analyzed by Institute staff and

graduate research assistants, and will be contained in a report to be delivered to the Office of the State Auditor at the completion of the project.

2. Project Personnel

The project will be executed primarily by Mr. Sean C. Conner and Mr. Heston Lollar, with supervision from Dr. Joseph "Dallas" Breen, Executive Director and Mr. David R. Parrish, Assistant Director for Operations. Graduate research assistants from the Institute will be responsible for the follow-up contacts with the state agencies, and their scripts will be developed by the above-listed project staff.

3. Specific Exclusions from Scope

The Stennis Institute does not foresee the need to identify any single individual within this process. The concept of program evaluation is centered on feedback on the organization, not specific to individuals, and therefore identifying characteristics will not be necessary as part of the data collection.

The Stennis Institute will make themselves available to answer any questions the Office of the State Auditor may have about the final document as well as offer further insight into the analyses and recommendations based on findings.

4. Perceived Project Costs

APPROXIMATE Costs \$20,000 Salary, Travel, Fringe plus MSU F&A Indirect Costs

- Survey follow-up calls
- Travel (two trips, if needed)
- Data gathering, compilation and analysis
- Report writing and revisions
- Hard Copy of the Report & Electronic copy of the Report

Payment Terms:

This is a fixed price contract with payments of \$10,000 due at execution and \$10,000 due at final.

Proposed Budget:

Personnel -	\$14,632
Travel -	\$ 388
F&A -	<u>\$ 4,980</u>
	\$20,000

INTRA-AGENCY SERVICE AGREEMENT

FIXED-PRICE

NO. UM-2019-001

THIS INTERAGENCY SERVICE AGREEMENT is entered into pursuant to the laws of the State of Mississippi, by and between **Mississippi Office of the State Auditor** (hereinafter referred to as "Sponsor"), and the **University of Mississippi**, a nonprofit university of the State of Mississippi (hereinafter referred to as "UM").

WHEREAS, Sponsor desires that UM perform certain services as described in the scope of work attached hereto and incorporated herein as Exhibit A, "**Year of the Child**" as it pertains to analyses of data, and UM desires to perform such services upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. SCOPE OF WORK. UM shall use all reasonable efforts to perform the services and deliver any reports or other items specified in Exhibit A, "**Year of the Child**" as it pertains to analyses of data, attached hereto.

ARTICLE II. PROJECT DIRECTOR. UM shall provide Jonathan Winburn, Director of the Social Science Research Lab at the University of Mississippi, as Project Director for work under this Agreement. The Project Director shall not be replaced without prior written consent from the Sponsor.

ARTICLE III. PERIOD OF PERFORMANCE. This Agreement shall begin on **1 September 2019** and shall terminate on **31 December 2019**. This Agreement may be modified or extended at any time by mutual written consent of both parties.

ARTICLE IV. SPECIAL PROVISIONS.

1. **Compensation.** Compensation shall be on a firm-fixed-price basis. Sponsor shall pay UM \$20,000 for UM's services hereunder. The amount of the contract price due under this Agreement shall be paid upon receipt of invoices from UM. The first invoice shall be due no later than 1 November 2019 in the amount of \$10,000. The remainder shall be paid upon project completion, 31 December 2019. Invoices are due and payable within 30 days.
2. **Publications.** Sponsor recognizes that under UM's policy the results of work performed under this Agreement must be publishable and agrees that UM and its

employees and students engaged in work under this Agreement shall be free to present at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods, and results of the work performed under this Agreement. Upon written request by Sponsor, copies of proposed manuscripts will be furnished to Sponsor for review prior to publication. In no event will UM delay publication for more than thirty (30) days from date of submittal of manuscript for Sponsor review.

3. **Notices.** All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, first class, facsimile, or e-mail.

Addresses are as follows:

For the Social Science Research Lab at the University of Mississippi:

Dr. Jonathan Winburn, Director
University of Mississippi
234 Deupree Hall
University, MS 38677
jwinburn@olemiss.edu

Phone: 662-915-7190

ARTICLE V. GENERAL PROVISIONS.

1. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.
2. **Waivers.** No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.
3. **Assignment.** Neither party may assign any rights hereunder without the express, written, prior consent of both parties.
4. **Cancellation for Nonappropriations.** The parties recognize that performance by UM depends upon appropriation of funds by the State Legislature of Mississippi. If the Legislature fails to appropriate the necessary funds, or if UM's appropriation is reduced during the fiscal year, UM may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. UM agrees to notify Sponsor as soon as reasonably possible after UM knows of the loss of funds.

5. **Conflict of Interest.** The State of Mississippi or the University of Mississippi may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of UM becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.
6. **Independent Contractor.** UM is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. UM employees shall not be considered employees of the Sponsor, and neither the State of Mississippi, the University of Mississippi nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this agreement, to participate in any benefits or privileges given or extended by the other party to its employees.
7. **Termination.** Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by Sponsor, Sponsor shall remain responsible for payment to UM for all work performed through the date of termination and for reimbursement to UM of all non-cancelable commitments incurred in the conduct of the research. Non-cancelable commitments shall include employment commitments to UM personnel through the end of the semester following any such termination by Sponsor. In the event UM terminates this Agreement any unused funds from the advance will be returned.
8. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by a court of law as established by the MS IHL policy.
9. **Insurance.** UM maintains general liability insurance and worker's compensation coverage as required by state law and pertinent federal laws and regulations under the State of Mississippi.
10. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.
11. **New Release.** Sponsor may not use the name of the University of Mississippi in news releases, publicity, advertising, or other promotion, without the prior written consent of UM, except for documents used for internal consumption by Sponsor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives on the respective dates entered below.


University of Mississippi

By: 

Renita L. Gray
Manager of Sponsored Programs Accounting
University of Mississippi

Date: 09/11/19

For and on behalf of Mississippi Office of the State Auditor

By: 

Shad White
State Auditor

Date: 9/12/19

Year of the Child

Statement of Work for Social Science Research Lab, University of Mississippi

Fixed-Price Project: \$20,000

Funding period: 9/1/2019-7/21/2020

The purpose of this document is to describe the scope of work to be performed by the Social Science Research Lab (SSRL) at the University of Mississippi as part of the greater “Year of the Child” project being undertaken by your office. In this regard, the SSRL shall:

1. Work with the MS Office of the State Auditor to analyze data obtained from a survey instrument about funding in support of child development activities in the State of Mississippi with the intent of creating a series of maps which show how and where funds are being obtained and spent in this regard.
2. Use the resultant raw data and any supporting analytic products created to help in the creation of a narrative “Story Map” and related analyses of the data. These analyses will relate to the overarching themes learned through the survey process to interactively relate key information about child development funding in Mississippi.
3. Prepare a series of static maps and/or figures for inclusion in a final report which support the study’s findings. These maps shall be furnished not later than 3 weeks prior to the project’s final due date with the Governor.
4. Work on additional or updated analysis beyond those requested by the project’s final due date with the Governor. This analysis will be based on feedback from the Auditor’s office and the Governor’s office.