



Jess H. Dickinson
Commissioner

Request for Qualifications

RFQ No. 2019CRS001

Issue Date: March 20, 2019

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Sealed Statement of Qualifications/Applications, subject to the attached conditions, will be received at this office until April 24, 2019, 12:00 p.m., Central Time for the acquisition of the product/services described below.

Comprehensive Residential Services

Request for Qualifications Coordinator: Leigh Washington
contracts@mdcps.ms.gov

MDCPS reserves the right to amend the contents of this RFQ as it deems necessary. It is the Applicant's sole responsibility to monitor the website (www.mdcps.ms.gov) for amendments to this RFQ to ensure that their response is pursuant to the amended RFQ, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the Statement of Qualifications/Application.

MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL STATEMENT OF QUALIFICATIONS/APPLICATIONS WHERE THE APPLICANT TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFQ AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDCPS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFQ.

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Section 1

1.1 Background

The Mississippi Department of Child Protection Services was created as the state's lead child welfare agency by the 2016 Mississippi Legislature, separating it from the Mississippi Department of Human Services. The mission of MDCPS is to lead Mississippi's efforts in keeping children and youth safe and thriving by:

- strengthening families;
- preventing child abuse, neglect and exploitation; and,
- promoting child and family well-being and permanent family connections

1.2 Statement of Qualifications/Application Acceptance Period

One (1) original and five (5) copies shall be submitted to 750 North State Street, Jackson, MS 39205 no later than the time and date specified for receipt of qualifications. The original and five (5) copies must include identifiable exhibits. The identifiable exhibits should be separated from the other sections of the application. **(Identifiable includes, but is not limited to, the following: applicant's legal name (as well as former name or acronym), physical address, employee names, logo, social security number, TIN/EIN, business ID, etc.). If the exhibits identify or distinguish the applicant, the application will be immediately rejected and will not be considered for award.**

Timely submission of the Statement of Qualifications/Application is the responsibility of the Applicant. Statement of Qualifications/Application received after the specified time, shall be rejected. The envelope or package shall be marked with the application opening date and time and the number of the request for qualifications. The time and date of receipt shall be indicated on the envelope or package. **If applying for more than one (1) placement type, a separate Statement of Qualifications/Application should be submitted.**

1.2.1 Mandatory Pre-Application Teleconference

A mandatory pre-application teleconference will be held on April 8, 2019, 9:00 a.m. All interested parties are required to attend. The purpose of the pre-application teleconference is to allow potential applicants an opportunity to present questions to staff and obtain clarification of the requirements of the application documents. Because MDCPS considers the conference to be critical to understanding the application requirements, attendance is mandatory in order to qualify as an applicant.

Any applicant interested in attending the pre-application teleconference should submit their name(s) to contracts@mdcps.ms.gov no later than March 29, 2019, 3:00 p.m., Central Time. Contracts@mdcps.ms.gov shall acknowledge receipt of attendance via email. **A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of intent to attend.** The conference line number and pass code will be provided in acknowledgement email.

1.2.2 Required Letter of Intent

Applicants shall notify MDCPS of their intention to submit an application. The letter of intent (**Attachment K**) shall be submitted via email to contracts@mdcps.ms.gov by April 16, 2019, 3:00 p.m., Central Time. The letter of intent shall include the title of this request for applications, the Applicant's organizational name and address, one (1) to two (2) sentences stating that the Applicant's organization intends to submit an application for this service, location of the service area, and the contact person's name, title, phone number, fax number, TIN/EIN, DUNS number, address and email address. Contracts@mdcps.ms.gov shall acknowledge receipt of letter of intent via email. **A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

1.2.3 Timeline

Task	Date
Advertisement	March 20, 2019; March 27, 2019
Intent to Attend Mandatory Pre Application Teleconference	March 29, 2019, 3:00 p.m.
Mandatory Pre Application Teleconference	April 8, 2019, 9:00 a.m.
Receive Questions for Clarification Deadline	April 10, 2019, 12:00 p.m., CT
Respond in Writing to Clarification (www.mdcps.ms.gov)	April 12, 2019
Required Letter of Intent Deadline	April 16, 2019, 3:00 p.m., CT
Application Deadline	April 24, 2019, 12:00 p.m., CT
Application Opening	April 24, 2019, 1:00 p.m., CT
Phase I Review (Responsive)	April 24, 2019, 2:00 p.m.
Reference Check (Responsibility)	April 24-26, 2019, 2019
Phase II Evaluation of Application(s)	April 30-May 1, 2019
Phase III (Selection)	May 3, 2019 or later
Proposed Written Notification to Applicant(s)	May 8, 2019 or later
Proposed Period of Performance	July 1, 2019-June 30, 2020

1.3 Expenses Incurred in Preparing Offers

MDCPS accepts no responsibility for any expense incurred by the Applicant in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Applicant.

1.4 Registration with Mississippi Secretary of State

By submitting a Statement of Qualifications/Application the Applicant certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) days of being offered an award. Proof of registration shall be furnished upon request within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

1.5 Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File

1.5.1 MAGIC Vendor Code: Any Applicant who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Supplier number shall be furnished upon request within three (3) business days of written notification of award.

1.6 Vendor Self-Certification

The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Applicant review the State of Mississippi Minority Vendor Self Certification Form https://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. This information is for tracking/reporting purposes only, and will not be used in determining which Applicant will be chosen for the project. Any Applicant who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the bid.

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

If Applicant is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Applicant must furnish the Minority Vendor Self-Certification Form within three (3) business days of written notification of award.

1.7 Debarment

By submitting a Statement of Qualifications/Application, the Applicant certifies that it is not currently debarred from submitting Statement of Qualifications/Application for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting applications for contracts issued by any political subdivision or agency of the State of Mississippi. Written documentation that applicant (and its partners, if applicable) are not currently debarred shall be furnished upon request within three (3) days of written notification of award.

1.8 Additional Information

Questions related to services shall be submitted in writing to Chandar Turner at Contracts@mdcps.ms.gov no later than April 10, 2019, 12:00 p.m., Central Time. Questions concerning the technical portions of the Request for Qualifications should be directed to Leigh Washington at Contracts@mdcps.ms.gov no later than April 10, 2019, 12:00 p.m., Central Time. Respondents are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Qualifications shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Qualifications. All

questions and answers will be published on MDCPS' website (www.mdcps.ms.gov) in a manner that all respondents will be able to view by April 12, 2019. **MDCPS will not be held liable or responsible for responses to proposers by persons other than the persons specifically designated in this section.** Questions and Answers will be issued as an amendment and applicants should acknowledge receipt of this amendment to the solicitation by signing and returning the amendment with the applications, by identifying the amendment number and date in the space provided for this purpose on Attachment E. The acknowledgement must be received no later than the time and date specified for receipt of applications. It is the applicant's sole responsibility to monitor the website (www.mdcps.ms.gov) for the amendments to this RFQ.

From the release of this RFQ until a contract is executed, Applicants shall not communicate with any MDCPS staff concerning the RFQ except by using the method described above. If the Applicant attempts any unauthorized communication, MDCPS reserves the right to reject the Applicant's Statement of Qualifications.

1.9 Proprietary Information

The Applicant should mark any and all pages of the qualification considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended) and return completed Proprietary Information Form (**Attachment H**). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

1.10 Type of Contract – Firm Fixed Price Agreement

A firm fixed-price contract provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.

1.11 Written Qualifications

All Statement of Qualifications/Applications shall be in writing.

1.12 Acknowledgement of Amendments

Applicants shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (**Attachment C**) with the Statement of Qualifications/Application, by identifying the amendment number and date in the space provided for this purpose on the Acknowledgement of Amendment form. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of Statement of Qualifications/Application.

1.13 E-verify

If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the

status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Independent 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 cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State. E-verify registration documentation shall be furnished upon request within three (3) business days of written notification of award. (See <https://www.uscis.gov/e-verify/e-verify-enrollment-page>).

1.14 Taxpayer Identification Number/Federal Tax Identification Number

Taxpayer Identification Number (TIN) and Employer Identification Number (EIN) are defined as a nine-digit number that the IRS assigns to organizations. A completed W9 including valid TIN/EIN shall be furnished upon request within three (3) business days of written notification of award. (See <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Section 2

2.1 Type of Contract

Compensation for services will be in the form of firm fixed-price agreement.

2.2 Compensation

Compensation will be based on a per diem rate. The payment rate for each placement type can be found in Section D.VIII.B of the MDCPS Policy Manual located at <https://www.mdcps.ms.gov/mdcps-policy>.

2.3 Purpose

MDCPS is seeking to establish a contract for comprehensive residential services. It is understood that any contract(s) resulting from RFQ No. 2019CRSC001 requires approval by MDCPS Commissioner/designee. Any contract resulting from RFQ No. 2019CRS001 shall become effective when fully executed by all parties.

2.4 Scope of Services

Comprehensive Residential Services

All services provided shall comply with all applicable federal and State of Mississippi laws, and regulations, as now existing and as may be amended or modified.

MDCPS Comprehensive Residential Services contract encompasses a range of four (4) placement types. The four placement types are emergency shelter, group home, therapeutic foster home, and therapeutic group home. Each of the placement types is a distinct service. Potential Applicants shall indicate in their application which placement types they are proposing to provide. MDCPS will evaluate each proposed placement type based on the merits of the application. A potential Applicant may be awarded a contract for all, some, or none of the placement types proposed. Applicants will be required to attend intensive In-Service Training following award of a contract.

Emergency Shelter

The Emergency Shelter is intended to be a short-term interim placement resource. The brief time in the shelter (forty-five (45) day maximum) gives the MDCPS and Shelter staff time to further assess each child and family's situation, begin to develop individualized treatment plan service plans to expedite reunification whenever safely possible or, in the alternative, identify the most appropriate next placement for the child so that a permanent exit is more likely from that next placement.

As described below in greater detail, the Applicant shall assist MDCPS County of Responsibility staff in assessing the child and their primary caregiver's strengths and needs, identify and initiate individualized clinical services with the child and /or their birth family, identify and help maintain important connections in the child's life, and act as a resource and provide necessary support to maintain the child in the next placement upon discharge from the Applicant.

As outlined below, certain responsibilities are being delegated to the Applicant and its staff while a child is placed in their care. These responsibilities will be fulfilled solely by the Applicant unless the Applicant receives communication from the child's MDCPS worker that he/she will be assuming one of these responsibilities.

Group Home

The Group Home Program shall be designed to provide services to children and youth in MDCPS custody ages ten (10) to twenty (20) years (or until the twenty first (21st) birthday if custody has been extended by the court). Group Homes may serve children younger than ten (10), upon written approval by the Regional Director, when they are siblings of a resident over age ten (10).

The goal for children in Group Home Care is lasting permanency through reunification, relative care, adoption, or guardianship. The purpose of Group Home Care is to provide an environment and services that will help children and their families develop the necessary skills to support lasting permanency.

The Group Home shall provide services to help children and youth return to their families, transition to a less restrictive setting, or to independent living. These services shall include but are not limited to:

1. Work with MDCPS staff to develop an initial strength and needs assessment and participate in treatment plan family team meetings and discharge plan family team meetings for each child placed with the Applicant.
2. Allow and encourage children and youth to engage in age appropriate community and school based extracurricular activities of their choosing.
3. Work with children and youth and their permanent families to develop skills that will help support the goal of lasting permanency.
4. Work with children and youth to develop age appropriate independent living skills: Provide support for actions and goals set out in the youth's MDCPS Independent Living Plan and/or Transitional Living Plan (to be provided to the Applicant by the youth's MDCPS worker). Help the youth attain educational goals, including graduation from high school with opportunities for higher education or vocational training. By participating in IEP meetings and communicating concerns with MDCPS staff. (Educational Liaison) Help the youth to secure meaningful employment and a steady source of income. Ensure the youth has access to health care services. Provide the youth with opportunities to develop permanent connections within the community. Individualize activity that integrate service plan goals.

Therapeutic Foster Care

A Therapeutic Resource Home is a home designed to provide services to children ages birth to twenty (20) years (or until the twenty first (21st) birthday if custody has been extended by the court) with at least moderate emotional, behavioral, medical, or developmental problems, for instance, bipolar disorder, dysthymia (depression), intermittent explosive disorder, oppositional defiant disorder, sexually deviant behavior, mental retardation/developmental delays, behavior disorder, mental illness/on medication, other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSM-V-TR).

A Therapeutic Resource Home program shall recruit and provide specialized training and support services to resource parents capable of meeting the needs of these children. Resource parents providing therapeutic foster care services may require more frequent respite and support services and training in behavioral intervention.

The goal for children and youth in Therapeutic Foster Care is lasting permanency through reunification, relative care, adoption or guardianship. Therefore, the primary focus of the therapeutic resource parents and Applicant staff should be working with children and their families to support this goal.

Therapeutic Resource Home programs should be designed to work with children and youth who may have the following characteristics:

1. Children and youth may have a history of truancy, but are typically able to attend public school with liaison and support services provided by the agency.
2. Children and youth may have a history of impulsive behaviors, aggression and alcohol or drug misuse. The child or youth may also be appropriate for a therapeutic resource home if displaying moderate to low sexually reactive behaviors. In addition, the child or youth may have been treated at a higher level of care for sexually reactive behavior or sex offender issues and has been assessed with a low to moderate risk for reoffending.
3. Children and youth may have patterns of runaway episodes, have difficulty maintaining self-control, display poor social skills and/or have difficulty accepting authority.
4. Children and youth may have behaviors that can be treated in a home like environment, with adult supervision and intervention.
5. Children and youth may require community counseling or therapy, medication and medication management. These services shall be coordinated by the Applicant in collaboration with MDCPS and integrated into treatment planning.

Therapeutic Group Home

Therapeutic Group Home Therapeutic Group Homes shall provide services to children in MDCPS custody ages ten (10) to twenty (20) years (or until the twenty first (21st) birthday if custody has been extended by the court) and should be designed to meet the needs of children who are unable to live at home, or with a Resource Family) with at least moderate emotional, behavioral, medical, or developmental problems, for instance, bipolar disorder, dysthymia (depression), intermittent explosive disorder, oppositional defiant disorder, sexually deviant behavior, mental retardation/developmental delays, behavior disorder, mental illness/on medication, other diagnosed mental illnesses according to the Diagnostic and Statistical Manual of Disorders-V-TR (DSM-V-TR), and therefore require temporary care in a group care setting that is integrated within the community.

The goal for children in therapeutic group homes is lasting permanency through reunification, relative care, adoption or guardianship. Therefore, the primary work with the child and family should be focused on making this happen.

The Therapeutic Group Home Applicant shall provide structure, therapeutic support, behavioral intervention and other services identified in a child's permanency plan for children with moderate clinical and behavioral needs.

The Therapeutic Group Home Program shall be designed for children and youth in need of twenty-four (24) hour care and integrated planning to address behavioral, emotional, or family problems and the need for progressive reintegration into family and community living. Children and youth in a therapeutic group home placement shall remain involved in community-based schools (if possible) and participate in community and school based recreational activities with appropriate supervision.

Therapeutic Group Home programs should be designed to work with children and youth who may have the following characteristics:

1. Children and youth may have a history of truancy but are typically able to attend public school with liaison and support services provided by the agency.
2. Children and youth may have a history of impulsive behaviors, aggression and alcohol or drug misuse. The child or youth may also be appropriate for these group care programs if displaying moderate to low sexually reactive behaviors. In addition, the child or youth has been treated at a higher level of care for sexually reactive behavior or sex offender issues and has been assessed with a low to moderate risk for reoffending.
3. Children and youth may have patterns of runaway episodes, have difficulty maintaining self-control, display poor social skills and/or have difficulty accepting authority.
4. Children and youth may have behaviors that can be treated in a non-secure setting, with adult supervision and intervention.
5. Children and youth may require community counseling or therapy, medication and medication management. These services shall be coordinated by the Applicant in collaboration with MDCPS and integrated into treatment planning.
6. Children and youth may require more supervision than can be provided in a regular or therapeutic foster home.

LICENSURE

All Applicants offering placement services under the Comprehensive Residential Services Contract will require a current license(s) by MDCPS. All Applicants shall meet all requirements contained in Licensing Requirements for Residential Child Caring Agencies and Child Placing

Agencies (Licensing Standards). The Licensing Standards can be accessed online at <https://www.mdcp.ms.gov/mdcps-policy>. Applicants shall have access to, follow practice guidelines, and assist MDCPS in meeting requirements contained in the MDCPS policy manual, which can be accessed online at <https://www.mdcp.ms.gov/mdcps-policy>. Applicants must acknowledge acceptance and compliance with licensing standards by signing in **Licensing Requirements for Residential Child Caring Agencies and Child Placing Agencies (Licensing Standards)** (Attachment O).

If the Applicant is not yet licensed by MDCPS, proof of application may be submitted in conjunction with the response to this request for qualifications. If a contract is awarded, the Applicant must be fully licensed by MDCPS within one hundred twenty (120) days of the award date or the contract will be subject to immediate termination. No children will be placed with the Applicant under this contract until the Applicant is fully licensed.

If a Applicant offers multiple placement service types, they will be expected to meet all licensing standards for each of the placement types as outlined in the Licensing Requirements.

Any Applicant offering therapeutic foster care or therapeutic group home services must also have Certification by the Mississippi Department of Mental Health (DMH). DMH Operational Standards can be accessed online at www.dmh.state.ms.us.

ADMISSIONS

The Applicant shall make its application form available and shall keep blank copies on file for emergency situations when the MDCPS staff has not completed one prior to placement of the child. In these instances, the MDCPS staff shall complete the form with as much information is known, and forward the remaining documentation to the Applicant within fifteen (15) days. In an emergency, no child shall be denied admission by the Applicant because MDCPS staff cannot provide an application form prior to placement. Admission requirements such as age and sex shall be established through licensure. Children shall not be denied admission to the Applicant due to race, national origin, ethnicity, or disability. The Applicant shall guarantee that the children will be accepted at any hour of the day or night, including weekends and holidays, in accordance with the approved capacity.

No child shall be rejected placement if a bed is available according to census and it is safe for the child in question and other children in the placement. If the Applicant determines that it is not safe for child to be admitted it must provide written justification to the MDCPS Director of Therapeutic Placement within 24 hours and MDCPS Director of Congregate Care within forty-eight (48) hours. No additional charges shall be billed to the county or state outside of this agreement without written permission from the MDCPS Deputy Commissioner for Child Welfare or MDCPS Deputy Commissioner of Human Resources & Administration.

GENERAL REQUIREMENTS

Services shall be provided in the least restrictive environment that is appropriate to the individual child's strengths and needs. Services must reflect practice that is culturally responsive and designed to provide for the unique needs of each child. Applicant shall not discriminate against a child in its care based on gender, gender identity, race, ethnicity, religion, national origin, and disability. Applicant shall be actively engaged in preserving connections and relationships for children with their families of origin. Medical/Dental/Mental Health needs shall be addressed by the Applicant on every child in custody of MDCPS that is admitted to the Applicant. The Applicant shall be responsible for ensuring each child placed receives:

- a) An initial medical exam within seventy-two (72) hours of a child coming into MDCPS custody and a comprehensive medical exam within thirty (30) days of a child coming into MDCPS custody. The admission packet of the Applicant should be designed to capture this information and MDCPS county staff will be expected to inform Applicant staff when the child came into custody. Both the initial and comprehensive exam may take place during the same medical appointment.
- b) Ongoing routine medicals shall be obtained for each child by anniversary date of child's initial medical exam.
- c) Every child three years old and older shall receive a dental examination within 90 calendar days of foster care placement and every six months thereafter. Every foster child who reaches the age of three in care shall be provided with a dental examination within 90 calendar days of his/her third birthday and every six months thereafter.
- d) The Applicant shall secure mental health assessments on all children age four (4) and above within thirty (30) days of the date of custody if child has not received one already.
- e) Applicant shall be responsible for ensuring all children receive ongoing mental health assessments and identified mental health services are put into place.
- f) Developmental assessments will be secured for all children ages zero to three (0-3) and for children older than three (3) when there is suspicion of any developmental delays.
- g) The Applicant shall maintain an immunization schedule meeting the health needs of the child and the requirements of the State Department of Health as necessary.
- h) Medicaid Applicants shall be obtained for all medical and dental services.
- i) Medications will be administered and monitored by assigned Applicant staff in accordance with the MS Nurse Practice Act, Department of Mental Health Operational Standards, Licensure Standards.
- j) Administration of psychotropic medications requires a written authorization from the County of Responsibility. The Applicant shall send documentation of and from all medical, dental and mental health examinations or assessments to the child's MDCPS worker within seventy-two (72)

hours of receipt. Additionally, the MDCPS worker shall be notified of all written and /or verbal recommendations for care immediately.

A clothing inventory shall be completed by the Applicant and MDCPS staff at the time of admission and upon discharge. The Applicant and MDCPS staff must verify at admission and upon discharge the items the child is bringing to or taking from the Applicant. Replacement clothing will be provided by the MDCPS County of Responsibility as needed. Hygiene supplies shall be provided through the per diem rate by the Applicant. Any injury to a child shall be documented along with any subsequent treatment. The child's MDCPS worker shall be notified immediately of minor or serious injuries and of the treatment required and/or received. Parental notification of serious injuries or treatment shall be made immediately by the child's MDCPS worker. Any injury or other serious incidents shall be reported verbally and followed up in writing by the Applicant to the MDCPS Congregate Care Director. All photographs including videos, media presentations, and publications require an Order of Limited Disclosure from child's Youth Court Judge that will be obtained by the child's MDCPS worker. In addition, written consent shall be obtained from the MDCPS County of Responsibility, the child, the primary caregivers, if available, and the Guardian Ad Litem. In the event that the child runs away, is placed in a detention center or a hospital (acute or residential), or placed in any other emergency facility, the Applicant shall immediately notify verbally and in writing: the MDCPS Director of Congregate Care, County Social Worker, MDCPS Nurse Supervisor, and law enforcement, if applicable. Additionally, the Applicant shall work with MDCPS staff to ensure that connections are maintained with the child (unless on runaway status) until they are able to return to a more permanent placement. Family counseling/therapy, therapeutic support and family visits shall not be contingent on the child's behavior and cannot be denied to the child as part of any discipline. A Best Interests of Determination (BID) must be completed on every child when they enter custody and every placement

PROGRAM REQUIREMENTS

Child and Family Initial and Ongoing Strengths and Needs Assessment

- 1) The Applicant shall develop strategies and services to conduct an initial strength and needs assessment on each child/sibling group that will contain information concerning each child's permanency plan (upon determination by MDCPS or Youth Court Judge), gather information that will aid MDCPS in diligent search of relatives and permanent connections, and any other pertinent information needed to promote the safety and permanency of the child.
- 2) The Applicant shall provide the initial strengths and needs assessment to the child's MDCPS worker within fourteen (14) days, as information contained within the assessment is updated, and at the time of discharge
- 3) The strengths and needs assessment should include the following types of information:

- a) A list of important connections in the child's life and potential for strengthening those connections into relationships that would lead to permanency for children in foster care
- b) A description of the child's general physical and presenting mental health status at the time of placement and on an on-going basis
- c) If applicable: Substance abuse evaluation -Substance abuse/use by description of patterns of use; how much, how often and anything learned concerning history and age at onset
- d) Treatment goals needed to transition from one placement to another when appropriate
- e) Medical history will be kept while in placement that includes medical problems, alerts, present medications, and medication history of the child and parents
- f) Special dietary needs of the child
- g) A general evaluation regarding the child's/youth's functioning in the domains of community living or family support
- h) Family status and involvement
- i) Risk factors for suicide, runaway, violence, or sexual behaviors
- j) An assessment or review of strengths, personal goals, and projected needs for child and parent
- k) A history of the child's educational achievements and areas of concern or needs.
- l) Assessment of whether the child is currently eligible for special education services
- m) Educational activities/status and interests
- n) A summary of the child's developmental abilities and areas of concern or needs
- o) A trauma history of significant traumatic events in the life of the child and family
- p) Description or explanation of trauma triggers
- q) Possible emotional or behavioral disruptions associated with these traumas.
- r) A review of significant losses of important relationships or belongings of the child and the impact of that loss on the child
- s) Effective coping strategies the child engages to deal with these losses or the lack of coping strategies and possible triggers that may cause emotional and behavioral

disruptions) Child's desires, hopes, wishes and expressed goals for own life and permanent connections

Initial Family Team and Discharge Meeting

- 1) The Applicant shall initiate, schedule, and conduct a family team meeting within the five (5) days of a child entering the Applicant to begin gathering information for the strengths and needs assessment and the child and family treatment plan.
- 2) The Family Team Meeting should address the initial strengths and needs assessment, past treatment history, roles and responsibilities, permanent plans for the child, court hearings, visitation schedules, medical needs, dental needs, mental health needs, developmental abilities, family and child's strengths, coping mechanisms, behavioral challenges and trauma, education history and Best Interests of Determination (BID) completed.
- 3) The Family Team Meeting may be conducted in person or over the phone with all efforts documented.
- 4) The Family Team Meeting shall include, unless determined to be inappropriate by the MDCPS County of Responsibility:
 - a) MDCPS County of Responsibility
 - b) Child when age appropriate
 - c) Birth parents, resource parents, and/or primary caregiver, as appropriate
 - d) Potential permanent connections
- 5) The Family Team Meeting may also include, subject to appropriateness and availability:
 - a) Important connections
 - b) MDCPS Educational Liaison
 - c) MDCPS Independent Living Coordinator
 - d) MDCPS Treatment Navigators
 - e) MDCPS County of Service
 - f) MDCPS Nurses
 - g) Guardian Ad Litem
 - h) Other Service Applicants, including:

- i) School Officials
- ii) Mental Health Therapist
- iii) MAP Team Coordinators
- iv) Mobile Crisis Unit
- v) Medical Staff
- vi) Other placement Applicants when a child is coming from another facility or is transferring to another facility

6) The MDCPS County of Responsibility shall provide names and contact information for required and optional attendees.

7) The Applicant shall document efforts to notify required and optional attendees. In the event that all parties who were scheduled to attend do not, the Applicant shall conduct the meeting and provide written updates to the parties that were not able to attend.

Discharge/Transition Planning Meeting

- 1) Every child shall have a discharge plan.
- 2) Punitive discharges shall not be allowed (discharges cannot be used as punishment for child's behavior).
- 3) The Applicant shall schedule, initiate, and conduct the first Discharge Planning Family Team Meeting in conjunction with the Initial Family Team Meeting for the successful transition of the child back into their family or the identified next best placement.
- 4) The final planned discharge meeting must be held two weeks prior to the child's discharge from the Applicant.
- 5) The purpose of this meeting will be to discuss:
 - a) Treatment progress as reported by mental health Applicant
 - b) Progress needed toward other goals
 - c) Educational transition
 - d) Medication management/needs
 - e) Medical history and current physical health and needs
 - f) Upcoming appointments

- g) Special dietary needs
 - h) Trauma triggers
 - i) Social, emotional and behavioral issues
 - j) Child's interests
 - k) Important connections
 - l) Coping strategies
 - m) Tangible needs
 - n) Roles and responsibilities of each Team member in the transition process
- 6) These meetings can take place in person or via conference call.
- 7) There should be a signature page with each treatment team meeting. The signatures account for attendance as well as agreement of the discussion and changes in the plan.
- 8) The Discharge Family Team Meeting shall include, unless determined to be inappropriate by the MDCPS COR:
 - a) MDCPS County of Responsibility
 - b) Child when age appropriate
 - c) Parents of the child
 - d) Potential relative placements
- 9) The Discharge Family Team Meeting may also include, subject to appropriateness and availability:
 - a) Important connections
 - b) MDCPS Educational Liaison
 - c) MDCPS Independent Living Coordinator
 - d) MDCPS Treatment Navigators
 - e) MDCPS County of Service
 - f) MDCPS Nurses
 - g) Guardian Ad Litem

h) Other Service Applicants, including:

- i) School Officials
- ii) Mental Health Therapist
- iii) MAP Team Coordinators
- iv) Mobile Crisis Unit
- v) Medical Staff
- vi) Other placement Applicants when a child is entering from another facility or is transferring to another facility.

Ongoing Family Team Meetings (Not Applicable to Emergency Shelters)

1) Every three (3) months after the initial FTM, the Applicant shall initiate, schedule, and conduct an ongoing family team meeting (FTM) in order to update treatment plan, discuss progress towards individual and family goals, and other updates, as necessary.

2) The ongoing FTM should address any changes and to or new developments, permanent plans for the child, court hearings, visitation schedules, medical needs, dental needs, mental health needs, developmental abilities, behavioral challenges and education.

3) The Ongoing Family Team Meeting shall include, unless determined to be inappropriate by the MDCPS COR:

- a) MDCPS County of Responsibility
- b) Child when age appropriate
- c) Birth Parents, Resource Parents, and/or Primary Caregiver, as appropriate
- d) Potential Permanent Connections

4) The Family Team Meeting may also include, subject to appropriateness and availability:

- a) Important connections
- b) MDCPS Educational Liaison
- c) MDCPS Independent Living Coordinator
- d) MDCPS Treatment Navigators
- e) MDCPS County of Service

f) MDCPS Nurses

g) Guardian Ad Litem

h) Other Service Applicants, including:

i) School Officials

ii) Mental Health Therapist

iii) MAP Team Coordinators

iv) Mobile Crisis Unit

v) Medical Staff

vi) Other placement Applicants when a child is coming to you from another facility or is transferring to another facility

5) The MDCPS County of Responsibility shall provide names and contact information for required and optional attendees.

6) The Applicant shall document efforts to notify required and optional attendees.

7) The Applicant shall document efforts to notify required and optional attendees. If all parties who were scheduled to attend do not, the Applicant shall conduct the meeting and provide written updates to the parties that were not able to attend.

Individualized Treatment Plans

1) The Applicant shall develop and initiate individualized treatment plans for each child and family that is specific to that child's strengths, needs, and permanency plan.

2) The facility in conjunction with the child's Family Team, as defined above, shall develop strategies that allow for comprehensive individualized treatment planning for the child and their family, when the plan is reunification, helping to identify a prospective family when the plan is for adoption, or identifying the next best placement for the child.

3) The initial treatment plan shall be completed within fourteen (14) days of admission to the program and will be updated on an ongoing basis. The treatment plan must include the participation of the child, family, and MDCPS County of Responsibility.

4) Plans created jointly with information from the Applicant staff contributing to the work of MDCPS staff shall include:

a) Plan to prevent trauma triggers – each child's triggers and their unique ways of coping should be utilized to prevent unnecessary re-victimization and trauma

- i) Child's current coping strategies should be used when reasonable – for instance if the child listens to music to calm down, the child's music should be made available and not taken away as a form of punishment.
 - b) Plan to improve the child's capacity for emotional regulation and their coping mechanisms by providing opportunities and activities to promote these
- 5) Individualized Treatment Plan must address the trauma, grief and loss associated with children entering the foster care system. Complex trauma related to abuse and neglect and the grief associated with loss of family, friends and belongings
 - a) Protective and risk factors in parents – identifying the parent's protective and risk factors to develop a strengths-based plan for reunification
 - b) Child and family strengths
 - c) Unique/individualized needs of child and their family
 - d) It must have treatment goals that address the child's permanent and concurrent plan, as developed by MDCPS
 - e) Plans to address mental health related behaviors, including individual, group and family therapy or wrap around services as needed as needed
 - i) Treatment goals established by the Applicant and the mental health Applicant need to be made in conjunction with the child and family's permanency plan. Conflicting or separate goals can lead to unplanned discharges and delayed permanency.
 - f) Applicant must have a crisis intervention plans which may include contacting MDCPS treatment navigator, Mobile Crisis Services, or interagency wrap around support and crisis intervention strategies
 - g) Education/Vocational
 - i) Services that would inform, update, or initiate an Individualized Educational Plan when needed and enroll a child into appropriate classes.
 - ii) Plans for transitions into other school districts or settings must be coordinated with MDCPS Education Unit and a best interested of determination completed.
 - iii) Surrogate parents are needed for every child in special education. If possible, it is hoped that foster parents or relatives can serve as a surrogate parent as required by the Department of education. If these persons are not available, Federal Law prohibits public State Child Welfare Agency personnel from serving as a surrogate

parent. Applicant staff member shall be required to serve as needed in the role of surrogate parent for special needs children placed with the Applicant.

h) Developmental goals to help the child achieve age appropriate developmental milestones.

i) Individualized plans for treating children with intellectual delays

j) Health – Medical/Dental/ Medical necessities and medication management

k) Alcohol and drug awareness and education as needed

l) Coordination of alcohol and drug treatment as needed

m) Social/Independent Living (youth 14 and over)

i) Independent living skills needed and strategies the Applicant has to assist in the development of those skills in the youth while also taking advantage of those offered through MDCPS' Contract Independent Living Skills Applicant.

n) Maintaining permanent connections

i) The identification of family supports and important connections of the child and engaging those connections.

ii) Important connections can be familial or others who care about the child and family.

iii) Plans of integrating the child back into the biological family (reunification) or into an identified foster or adoptive home (including relative and non-relative).

iv) Visitation between the child and their family and siblings, including face to face visits, phone calls and other correspondence such as Skype, Facebook, etc. (These should be done in accordance to MDCPS policy regarding family visitation). Children cannot be denied visitation for any reason (except in the case of a no contact order). Children's visitation with family is the child's right and shall not be used as an incentive or consequence in disciplinary actions.

v) Reunification strategies.

vi) Foster parent or relative recruitment strategies.

o) Recreation

i) Plans for fun activities that would include family, siblings and others to build connections and relationships and add "normalcy" to the child's life.

Emergency Services

- 1) The Applicant must have an emergency protocol, including a protocol for responding to behavioral based emergencies which include contacting mobile crisis units for assessments and interventions to prevent placement disruptions if possible.
- 2) In case of medical or other type of emergencies, the Applicant must provide respondents with immediate access to relevant information in the child/youth's record.

Placement Disruption

- 1) No child shall be ejected from placement based on behaviors, unless it is deemed medically necessary that they go into a higher-level psychiatric treatment facility or unless the child presents an immediate threat of harm to himself or others. The Applicant shall put forth all efforts to prevent this disruption, including utilizing MDCPS treatment navigators and Mobile Crisis Units. Immediate removal may occur if child is a threat of harm to self or others.
- 2) In the event that a child may need a higher level of care than the Applicant can provide, and the Applicant has put forth all efforts to prevent the placement from Disruption, an emergency Discharge Family Team Meeting must be held to determine the next best placement for the child.
- 3) Upon discharge from the higher level of care, the child shall return to the same location if placement is needed and if a bed and space available.
- 4) Unplanned discharge meetings may be held with a 48-hour notice.

Runaways

- 1) In the event that the child runs away, the Applicant shall immediately notify verbally and in writing: law enforcement, county social worker and Mississippi Centralized Intake (MCI).
- 2) If a child causes injury to the Applicant's staff or another resident of the Applicant, the Applicant shall notify the MDCPS County Social Worker as well as the Congregate Care Unit and file charges with Law enforcement so that the matter can be brought before the judge of jurisdiction. Payments shall not be made for the night child is absent due to runaway status. Termination will be considered after child has not been located in seven (7) calendar days.

PERFORMANCE MEASUREMENT

Applicant Performance will be evaluated over the course of the contract term based on service delivery, quality of service delivered, and licensing evaluations.

Case Reviews

The Performance Based Contracts Unit will conduct case reviews of Applicant files to evaluate the effort and quality of Applicant service delivery in accordance with the scopes service outlined

above and MDCPS Policy. This case review process and the licensing review will be the primary mechanism through which MDCPS will hold Applicants accountable for providing services as outlined in these scopes of service. The results from the case review process will be used to make recommendations about future contract renewals, awards, and award amount decisions.

For the case reviews, Applicants will be evaluated in the following eight key practice areas that represent critical casework practices that help ensure the achievement of such outcomes.

- 1) Initial Strengths and Needs Assessment (ISNA): Focus is on the Applicant's understanding of the strengths and needs of the child and his or her family. This includes the timely completion of the ISNA, the level of engagement with the assigned MDCPS worker, and quality of the ISNA (i.e. exploration of the history of trauma, presenting strengths and needs, etc.).
- 2) Preserving Connections: Focus is on the Applicant's role in helping the child to preserve important connections while in foster care, which includes supporting and facilitating sibling and parent/child visitation as well as efforts to locate family members and support community connections.
- 3) Teaming and Permanency Planning: Focus is on the Applicant's efforts to ensure that there is an engaged and representative group of individuals planning and working together as a team for the child and family. This includes the timely facilitation of initial and on-going Family Team Meetings as documented by MDCPS policy providing input into the child's Initial Service Plan, and the overall quality of teaming and planning efforts.
- 4) Mental Health, Developmental, and Educational Services Provision: Focus is on the Applicant's efforts to understand and address the child's needs while in placement and best interested of determination.
- 5) Preparing Youth for Adulthood: Focus is on the Applicant's helping to ensure that the young person is prepared for transitions, which includes having input into the development of the child's transitional living plan and the provision of appropriate services.
- 6) Placement Stability and Discharge Planning: Focus is on the Applicant's helping to promote the child's future placement stability, which includes providing support in the transition planning process.
- 7) Applicant Caseworker Contact with Child: Focus is on the Applicant's engaging in a consistent pattern of face-to-face contact with the child while in foster care, group home, and emergency shelters that is meaningful and aids in ensuring in the child's safety, permanency, and well-being.
- 8) Child Safety: Focus is on the Applicant's routinely assessing child safety and risk and reporting and responding to child maltreatment in care appropriately.

Case Review Process

1) Frequency

a) The PBC Unit will conduct case reviews for each agency/contract type combination (i.e. shelter care, therapeutic foster care, therapeutic group care and traditional group care) on an annual basis. This scheduling cycle ensures that Applicant practice and service delivery is being evaluated on a regular basis and also allows Applicants ample time to integrate review findings into their agency continuous quality improvement activities and implement corrective action or practice improvement plans that will bring about meaningful improvements.

3) Period Under Review is the Annual Licensing Renewal.

a) The period under review (PUR) refers to the specific window of time that will be the focus of the PBC deliverable of the contract (please refer to the 8 indicators referenced in Case Reviews section) and Applicant services that occurred during the PUR. The purpose of establishing a PUR is to ensure that there are discrete periods of time that do not overlap so that changes in practice can be seen and understood more clearly.

b) The PUR for the case record review process, unless otherwise dictated, will be the six months prior to the start of the review, with a one-month lead time for Applicants to ensure that all documentation is fully up to date and entered into the case file. For example, if a Applicant case review is scheduled to take place in August, the PUR would be expected to run from January through July of that year. Any Applicant services or case activities that occurred outside the PUR would be rated not applicable for the purposes of the review.

4) Service Deficiencies

a) If any deficiencies in service are discovered during the case review process the agency shall submit to MDCPS a Corrective Action Plan (CAP), including timeframes for undertaking the actions. MDCPS will review the CAP and shall either approve or return a request for revision.

Funding

1) The "board payment" for foster children is determined by MDCPS dependent upon the appropriation of the Mississippi Legislature.

2) Board payments for a child in foster care may cover the cost of (and the cost of providing) the following:

a) Food

b) Clothing

- c) Shelter
 - d) Daily supervision
 - e) School supplies
 - f) A child's personal incidentals
 - g) Liability insurance with respect to the child
 - h) Reasonable travel to the child's home for visitation with family, or other caretakers
 - i) Reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement
- 3) Local travel associated with providing the items listed above is also an allowable expense. In the case of child care institutions, such items must include the reasonable costs of administration and operation of such institutions as are necessarily required to provide the items described in the preceding sentences.
- 4) The base rate can be found in Section D.VIII.B of the MDCPS Policy Manual located at <https://www.mdcps.ms.gov/mdcps-policy>.
- 5) Payments will be made based on the number of nights a child physically spends in the placement; 12:01a.m. will begin a new day. Board payments will not be paid for the placement from which a child is removed, when temporarily moved to another placement such as trial home placements, incarceration (jails or detention centers), medical and/or behavioral institutions, attending college and/or placed on runaway status; nor will payments be made in the event that the home's license lapses unless:
- a) If a child is on an overnight visit or receiving respite, medical and/or behavioral treatment for 0-14 (fourteen) days, and returns to the resource placement or facility, the Applicant will eligible for the standard board rate for the placement type the child left and returned to.
 - b) If the temporary placement is within the Applicant's network, the Applicant shall not be able to receive reimbursement under this exception.
 - c) Applicant shall be responsible for maintaining sufficient documentation to verify that MDCPS worker moved the child from the Applicant placement and the child was returned to the Applicant within the 14 (fourteen) day time frame highlighted in a) above.
- 6) Any Applicant operating a therapeutic foster care program, must ensure that all therapeutic foster parents managed by it receive the minimum reimbursement rate as outlined in the resource

Board Payment schedule in Section D: Foster Care of the MDCPS Policy Manual available at <https://www.mdcps.ms.gov/mdcps-policy>.

2.5 Term/ Renewal of Contracts

The term of the contract shall be for July 1, 2019 through June 30, 2020. The contract may be renewed at the discretion of MDCPS upon written notice to the Independent Contractor prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on June 30, 2024.

2.6 Multiple Awards

MDCPS reserves the right to make multiple awards.

Section 3

3.1 Insurance

The successful vendor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$500,000.00 per occurrence. All workers' compensation insurance, comprehensive general liability, professional liability will provide coverage to MDCPS as an additional insured.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to upon request within three (3) business days of written notification of award. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

Section 4

4.2 Minimum Qualifications

All Applicants offering placement services under the Comprehensive Residential Services Contract will require a current license(s) by MDCPS. All applicants shall meet all requirements contained in Licensing Requirements for Residential Child Caring Agencies and Child Placing Agencies (Licensing Standards). The Licensing Standards can be accessed online at <https://www.mdcps.ms.gov/mdcps-policy>.

If the Applicant is not yet licensed by MDCPS, proof of application may be submitted in conjunction with the response to this request for qualifications. If a contract is awarded, the

Applicant must be fully licensed by MDCPS within one hundred twenty (120) days of the award date or the contract will be subject to immediate termination.

Any Applicant offering therapeutic foster care or therapeutic group home services must also have Certification by the Mississippi Department of Mental Health (DMH).

4.3 Statement of Qualifications/Application Submission Requirements

The sealed Statement of Qualifications/Application shall be typed, indexed and numbered to allow for ease of handling by MDCPS:

- Table of Contents;
- Completed and signed Statement of Qualifications/Application Cover Sheet (Attachment A);
- Signed Statement of Qualifications/Application Form provided (Attachment B);
- Required Letter of Intent acknowledgement email from contracts@mdcps.ms.gov;
- Completed and signed Acknowledgement of Amendment Form, **if applicable** (Attachment C);
- Proposal Exception Summary Form (Attachment D);
- Acceptance of MDCPS Standard Terms and Conditions (Attachment E);
- Signed acceptance of MDCPS Licensing Requirements for Residential Child Caring; Agencies and Child Placing Agencies (Licensing Standards (Attachment F));
- Completed and signed Proprietary Information Form (Attachment G);
- Completed and signed Pre-Applicant's Statement of Acknowledgement (Attachment H);
- Detailed description of past experience of comprehensive residential services;
- Plan giving as much detail as is practical explaining how the services will be performed;
- Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- Required number of references provided (Attachment I);
- A budget narrative including an itemized list of all expenditures for the services and activities covered by the Application with no additional or hidden fees (Attachment N);
- Applicant's financial statement for previous fiscal year;
- Detailed approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
- Applicant's plan to ensure that all requests are being met and the ability to identify and resolve problems which occur;
- Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting);
- Documentation of understanding of the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately; and,
- Identification of in-house resources vs. contracted resources

Identifying information that would require the identity of the Applicant should be marked in a separate package from the application and shall be marked as an exhibit to separate from other sections of the application. Identifying information includes applicant's name, address or any other information that would identify the applicant.

Additional submission requirements include:

- Mailing or hand delivering one (1) original and five (5) copies of the Statement of Qualifications/Application in accordance with Section 1.2 shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39205. The original and five (5) copies of Statement of Qualifications/Application must be marked "ORIGINAL AND FIVE COPIES WITH IDENTIFIABLE EXHIBITS". Sealed Statement of Qualifications/Application should be labeled as follows:

Request for Qualifications for Comprehensive Residential Services
RFQ No. 2019CRS001
ORIGINAL AND FIVE COPIES WITH IDENTIFIABLE EXHIBITS
APPLICATION DEADLINE: April 24, 2019, 12:00 p.m., Central Time
OPENING DATE: April 24, 2019, 1:00 p.m., Central Time
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39205
SEALED STATEMENT OF QUALIFICATIONS/APPLICATION PACKAGE
*****DO NOT OPEN*****

- Timely submission of the Statement of Qualifications/Application package is the responsibility of the Applicant. Statement of Qualifications/Application received after the specified time will be immediately rejected, shall not be considered for award and Applicants shall be notified as soon as practicable of late application. The time and date of receipt by MDCPS will be indicated on the envelope or package by MDCPS staff.
- MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a Statement of Qualifications/Application with modifications or additions as non-responsive.
- Any Applicant claiming that its Statement of Qualifications/Application contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 2561-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- All Statement of Qualifications/Application packages must be received by MDCPS no later than April 24, 2019, 12:00 p.m., Central Time. Statement of Qualifications/Applications submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a Statement of Qualifications/Application is mailed to MDCPS, it should be posted in certified mail with a return receipt requested. MDCPS will not be responsible for mail delays or lost mail.

4.3.1 Late Submissions

Statement of Qualifications/Applications received after the exact time specified for receipt will not be considered unless it is the only Statement of Qualifications/Application received.

4.3.2 Responsive Applicant

Applicant must submit a qualification which conforms in all material respects to this RFQ No. 2019CRS001 as determined by MDCPS.

4.3.3 Responsible Applicant

Applicant must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDCPS.

4.4 Nonconforming Terms and Conditions

A qualification that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications is subject to rejection as non-responsive. MDCPS reserves the right to permit the Applicant to withdraw nonconforming terms and conditions from its Statement of Qualifications/Application prior to a determination by the MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

Evaluation Procedure

4.4.1 Evaluation Factors

The MDCPS reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDCPS Commissioner.

Statement of Qualifications/Applications submitted by the specified time and containing requirements described in Section 4.3 shall be evaluated by an Evaluation Committee selected by the MDCPS. The specific criteria that will be used in evaluating the merits of the qualifications are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

Technical Factors (Proposed Methodology) - 20 Points

1. Applicant includes plan for performing the required services
2. Applicant includes evidence of ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. Use of innovative technology and techniques provided.

Cost Factors -20 points

1. Applicant includes a narrative that relates funding needs to the operation of individual activities. Sufficient detail within each line item of expenditure and each activity shall be used to clearly explain the funding needs of the operation. Each major budget category shall be justified with detail about how the funds will be used.
2. Applicant includes indirect cost plan agreement
3. Applicant includes quality control and assurance programs
4. Applicant's financial stability and strength: Does the offeror have sufficient financial resources to meet its obligations?

Price - 35 points

Price will **not** be an evaluation factor. However, price will be part of the total score make-up and each Applicant will receive 35 points if a price is included in their Application.

Management Factors - 25 Points

1. Applicant's approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
2. Applicant's control of the program to ensure that all requests are being met and that the Applicant is able to identify and resolve problems which occur;
3. Applicant's methods for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting)
5. Applicant's understanding of the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately.
6. To what extent does the offeror rely on in-house resources vs. contracted resources
7. Current financial position and cash flow of the Applicant and evidence that the Applicant has a history of financial solvency.

TOTAL 100

Discussions may be conducted with Applicants who submit qualifications determined to be reasonably susceptible of being selected for award. Likewise, MDCPS also reserves the right to accept any applications as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all Applicants are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Applicant whose application is determined to be the most advantageous to the State, taking into consideration all the evaluation factors set forth in Section 4.4.1.

Statement of Qualifications/Application Evaluation Committee

An evaluation committee will be selected to evaluate and rate Applications. Prior to evaluations, a list of all Applicants will be presented to the committee for conflict of interest certification purposes. This list shall only include the name of the Applicant without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Applicant. Each individual participating in the evaluation shall execute a statement certifying that he or she does not have a conflict of interest.

If the designated person reveals the names of Applicants and the corresponding identifying information before such time, the procurement process shall be terminated and the application resolicited.

Members of the committee will be from pertinent MDCPS programmatic and administrative personnel and/or other professional staff and consultants may also assist in the evaluation process. The committee will review each Applicant's qualification in order to determine if the application sufficiently addresses all of the RFQ requirements and that the Applicant has developed a specific approach to meeting each requirement.

The committee will evaluate technical and cost factors with no knowledge of the names of the Applicants.

The committee will not evaluate price. Each Applicant will receive 35 points if a price is included in their Application.

4.5 Award

The contract will be awarded by written notice, to the highest ranked Applicant(s) whose statement of qualifications meets the requirements and criteria set forth in this Request for Qualifications.

4.6 Basis of Award

All Statement of Qualifications/Application packages received in response to this RFQ by the stated deadline will receive a comprehensive, fair, and impartial review. A review committee will consider the Statement of Qualifications/Applications in the following three-phase process:

Phase I (Responsiveness): During this phase of the review process, all Statement of Qualifications/Applications received will be reviewed to determine if it is responsive based on the following mandatory requirements:

- Proposal submission deadline met;
- Table of Contents;
- Required format followed (typed, indexed and numbered);
- Required number of identifiable and non-identifiable copies of proposal provided;
- Required Letter of Intent Acknowledgement email from contracts@mdcps.ms.gov;
- Completed and signed Acknowledgement of Amendment Form, **if applicable** (*See Attachment E*);

- Statement the applicant certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

Each application that is determined incomplete may be declared non-responsive and may be rejected with no further evaluation. The Office of Contracts and Procurement may request clarifications from the Applicant(s) in order to determine if they may advance to Phase II. Applicants that are determined to have complied will continue to Phase II, while Applicants that are determined to be non-responsive will be notified in writing of such determination.

Applicants who do not move to Phase II will be promptly notified in writing (which may include electronic mail).

Phase II (Evaluation): During this phase of the review process, all remaining Statement of Qualifications/Applications will be reviewed by the Evaluation Committee to determine responsibility; i.e., whether the minimum Applicant requirements of this RFQ have been met. Each Statements of Qualification/Application will be scored using the evaluation factors referenced in Section 4.4.1. Applicants that have received a minimum aggregate score of 40 and who received a minimum aggregate score of “6” from two references (total of “12” points) to be considered responsible and for its application to be considered. These Applicants will continue to the Phase III, while Applicants that are not determined to be responsible will be notified in writing of such determination. The aggregate score will be added to the 35 points for price.

Applicants who do not move to Phase III will be promptly notified in writing (which may include electronic mail).

Phase III (Selection): After the Evaluation Committee has completed the evaluation of the qualifications, a summary report including all evaluations will be submitted to the MDCPS Commissioner and appropriate Deputy Commissioner. The MDCPS Commissioner will make the final decision regarding the winning applications. The winning application(s) must have a minimum average score of 75 points.

4.7 Notification

All participating Applicants will be notified of MDCPS’ intent to award a contract. In addition, MDCPS will identify the selected Applicant. Notice of award is also made available to the public upon request.

Section 5

5.1 Post-Award Debriefing Request

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To

further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards)

5.2 Protest of Solicitations of Awards

- (a) Interested Party means an actual or prospective bidder or offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.
- (b) Protestor means any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
- (c) Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

Agencies shall submit, with their contract approval request, documentation signed by their Executive Director, Agency Head, or his or her designee certifying that adequate time (at least seven (7) calendar days after issuing the award) to protest has been given to all prospective contractors and that no protest or potential protests are known to the agency or any agency employees. If a protest is known, the agency shall resolve the protest prior to the scheduled PPRB Board meeting. In the contract submission packet, the agency shall include a Protest Memo which discloses the subject matter of the protest, states whether the protest has been resolved, and explains the agency's internal procedure for reviewing protests and describes how the agency plans to or made the final determination concerning the protest.

5.3 Statement of Qualification/Application Exceptions

Applicants taking exception to any part or section of the solicitation shall indicate such exceptions on the Statement of Qualification/Application Exception Summary Form (**Attachment D**). Failure to indicate any exception will be interpreted as the applicant's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

5.4 Required Contract Terms and Conditions

Any contract entered into between MDCPS and a vendor/Proposer shall include the required clauses found in Attachment L and those required by the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations as updated.

5.5 Approval Clause

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

5.6 Attachments

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

ATTACHMENT A

Statement of Qualifications/Application Cover Sheet

The Mississippi Department of Child Protection Services is soliciting Statement of Qualifications/Applications from qualified Applicants

Date Submitted: _____

Applicant Organization Information:

Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Phone: (____) _____ Email: _____

TIN/EIN # (if company, corporation, or partnership): _____

DUNS No.: _____

Contact Person for Applicant:

Name: _____ Title: _____

Phone: (____) _____ Email: _____

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

How many years has the firm been in business to perform the services outlined in this RFQ? _____

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

If your company is not physically located in the region, how will you supply the services outlined in the RFQ? If not applicable, please indicate "N/A" *(Required)*

List all licenses or permits your company possess that are applicable to performing the services required in this RFQ. *(Required)*

Describe current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency. *(Required)*

Describe any contract terminations or non-renewals within the past ten (10) years. *(Required)*

Describe any specific services which your company offers along with any innovative technology and techniques, specialized experience, certification, and/or education of your current staff. *(Required)*

By signing below, I certify that the abovementioned information is true and complete and I have the authority to bind the company. I do not have any questioned costs, audit, monetary and/or unresolved findings with MDHS, Division of Program Integrity. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Statement of Qualifications/Application Cover Sheet. Any incorrect and/or missing information is considered non-responsive and is subject to rejection.

**Signature of Authorized Official/Title
(No stamped signature)**

Date

ATTACHMENT B**Statement of Qualification/Application Form**

Categories of Services to be provided. **Applicant must mark category for which they wish to be considered. (CHECK ONLY ONE)** *Please utilize one Statement of Qualification/Application Form per distinct service if applying for more than one placement type as indicated in Section 1.2.*

- ☐ Emergency Shelter
- ☐ Group Home
- ☐ Therapeutic Foster Home
- ☐ Therapeutic Group Home

Contract Rate Schedule

The total amount for these services is \$_____.

Category of Service	# of Beds	Days	Board Rate https://www.mdcpms.ms.gov/mdcpms-policy	Total
		365		

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

Authorized Representative Signature

Acknowledgement of Amendment
Revised April 19, 2016

ATTACHMENT C

Acknowledgement of Amendment to RFQ No. 2019CRS001

I, _____, acknowledge that RFQ No. 2019CRS001 has been amended on
Authorized Official's Name

_____ to include the following:

Date

I, _____, understand that Statement of Qualifications/Applications will **only**
Authorized Official's Name

be accepted from Applicants who submit this acknowledgement of amendment # _____.

Name of Company

Authorized Official's Typed Name/Title

_____(No stamped signature)
Signature of Authorized Official Date

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.12 of this RFQ.

ATTACHMENT D**Statement of Qualifications/Application Exception Summary Form**

List and clearly explain any exceptions, for all Statement of Qualifications/Application Sections and Attachments, in the table below. Indicate “N/A”, if there are no exceptions.

RFQ Reference	Applicant Qualification Reference	Brief Explanation of Exception	MDCPS Acceptance (sign here only if accepted)
Reference specific outline point to which exception is taken	Page, section, items in Applicant’s qualification where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

ATTACHMENT E
MDCPS STANDARD TERMS AND CONDITIONS

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this RFQ. (See **Attachment L**);
4. That the company will perform the services required at the prices indicated above;
6. The company represents that its workers are licensed, certified and possess the requisite credentials to perform comprehensive therapeutic care services.
7. **NON-DEBARMENT**-By submitting a Statement of Qualifications/Application, the company certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.
8. **INDEPENDENT PRICE DETERMINATION**-The company certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other Applicant or competitor relating to those prices, the intention to submit a qualification, or the methods or factors used to calculate the prices qualifications/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**-The prospective contractor represents as a part of such Contractor's qualifications or application that such Contractor has/has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES**-The company represents that it **has/has not** (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the company's qualifications or application.
11. **REPRESENTATION REGARDING GRATUITIES**-The bidder, Applicant, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

Company Name: _____

Printed name of authorized representative: _____

Date: _____

Signature: _____

*Note: Please be sure to **circle the applicable word or words** on numbers 9 (Prospective Contractor's Representation Regarding Contingent Fees) and 10 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or sign the qualifications form may result in the qualifications being rejected as non-responsive. **Modifications or additions to any portion of this RFQ may be cause for rejection of applications.***

ATTACHMENT F

**MDCPS Licensing Requirements for Residential Child Caring Agencies and Child Placing Agencies
(Licensing Standards)
Acceptance and Compliance Form**

Each Provider should designate a Mississippi Department of Child Protection Services, Licensing Standards Coordinator who is familiar with the ***MDCPS Licensing Requirements for Residential Child Caring Agencies and Child Placing Agencies (Licensing Standards)***. The coordinator's name, address, and telephone number should be sent directly to the Division Director of Congregate Care, by the beginning of each contract period. The Provider should only notify the Division Director of Congregate Care, in writing of any change in assignment.

As duly authorized representative of the _____, I certify that said Applicant will comply with the above provisions and that I have accessed <https://www.mdcp.ms.gov/mdcps-policy> as of this date, a copy of the current ***MDCPS Licensing Requirements for Residential Child Caring Agencies and Child Placing Agencies (Licensing Standards)***.

Authorized Representative's Name

Organization

Authorized Representative's Signature

Date

ATTACHMENT G

Mississippi Department of Child Protection Services

Pre-Applicant's Statement of Acknowledgment

I understand and acknowledge that my signature on the attached contract and other documents and exhibits does not constitute a contract until same is approved and signed by the Commissioner of the MDCPS, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MDCPS may direct Contracts and Procurement Unit, to reject any or all proposals.

Name_____

Organization_____

Signature of Authorized Representative: _____

Date_____

ATTACHMENT H

Proprietary Information Form

Did the Applicant submit any information to the MDCPS for the RFQ No. 2019CRS001 which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____

No _____

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

1.

2.

3.

4.

5.

Signature of Authorized Official/ Title Date (No stamped signature)

Name of Organization

ATTACHMENT I

PROFESSIONAL REFERENCES

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates

PROFESSIONAL REFERENCES

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates

--

PROFESSIONAL REFERENCES

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates

Applicant must submit at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Applicant may submit as many references as desired by submitting as many additional copies of Attachment H, Professional References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, applicants are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MDCPS staff must be able to contact two (2) references within two MDCPS business days of application opening for Applicant to be considered responsible.

ATTACHMENT J**Reference Score Sheet****TO BE COMPLETED BY MDCPS STAFF ONLY****LOCATION** (*city, county, region or statewide*):[_____]

Applicant Name:_____

Reference Name:_____

Spoke to:_____

Score:_____

Able to provide comprehensive therapeutic care services in a timely manner?	Yes	No
Satisfied with comprehensive therapeutic care services provided? If no, please explain.	Yes	No
Applicant easy to work with?	Yes	No
Applicant listened when you had an issue and readily offered a solution? If never an issue, please check here_____.)	Yes	No
Applicant provided comprehensive residential services when needed?	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend?	Yes	No

Each “yes” is one point; each “no” is zero points. Applicant must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its application to be considered.

Do you have any business or professional interest in the applicant’s organization? If yes, please explain.	Yes	No
--	-----	----

Called by: _____

Date/Time: _____

ATTACHMENT K
REQUIRED LETTER OF INTENT

Organization Name

Address

City, State, Zip Code

Leigh Washington, RFQ Coordinator
Mississippi Department of Child Protection Services
750 North State Street
Jackson, MS 39205

Dear Leigh Washington:

This letter confirms our intent to submit a proposal pursuant to RFQ No. 2019CRS001.

_____ service area includes _____. Also,
Organization Name County(ies)

in compliance with the requirements of the letter of intent, _____
Organization Name

submits the following information on or before deadline of April 16, 2019, 3:00 p.m., Central Time:

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

TIN/EIN: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

For Illustrative Purposes Only
ATTACHMENT L

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR _____ SERVICES**

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Independent Contractor] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for the MDCPS to engage Independent Contractor and Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the “Scope of Services” attached hereto as Exhibit A, and the “*2nd Modified Mississippi Settlement Agreement and Reform Plan*,” attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____ (\$_____) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____ (\$_____).
5. Period of Performance. This contract will become effective for the period beginning [add date] and ending on [add date], upon the approval and signature of both parties hereto.
6. Renewal of Contract: The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [four], or extend past [add date]. However, if MDCPS does not intend to renew the contract, the [Independent Contractor’s Name] shall be notified in writing prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is

classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to the Agency as set forth in Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov by the 10th day of each month following completion.

8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the federal courts in the State or in a court of competent jurisdiction in Hinds County, Mississippi. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or application.
11. Representation Regarding Gratuities. The Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
12. Compliance with Laws. Independent Contractor understands that MDCPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Insurance. Independent Contractor represents that it will maintain workers' compensation

insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

14. Indemnification. To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

15. Stop Work Order.

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

- a) cancel the stop work order; or,
- b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the

order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

16. **Termination.** The Commissioner may terminate this contract with or without cause upon thirty (30) days prior written notice to the Independent Contractor.

17. **Termination for Convenience.**

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

18. Termination for Default.

- 1) *Default.* If Independent 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 Commissioner or designee may notify Independent 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 Commissioner or designee, such officer may terminate Independent 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 Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent 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 procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent 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 Independent Contractor such sums as the Commissioner 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, Independent 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 Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner 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, Independent 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 Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the

excusable cause, Independent 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-priced contracts, "Termination for Convenience". (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 Independent 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 such clause.
 - 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.
19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent 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.
 20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.
 21. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns

of the parties.

22. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State or Contractor.
23. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
24. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq..
25. E-Verify. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:
 - (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

26. 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 Department of Finance and Administration’s independent MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
27. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor’s choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
28. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
29. Severability. If any term or provision of this Contract 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 Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
30. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
31. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the

scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

32. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.
33. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

By: _____
Authorized Signature

Printed Name: Jess H. Dickinson
Commissioner

By: _____
Authorized Signature

Title: Deputy Commissioner

INDEPENDENT CONTRACTOR'S NAME

By: _____
Authorized Signature

Printed Name: _____

Title: _____

ATTACHMENT M

2nd Modified Mississippi Settlement Agreement and Reform Plan

(See Mississippi Department of Child Protection Services Website)

<https://www.mdcpms.gov/olivia-y-lawsuit/>

*For Illustrative Purposes Only***ATTACHMENT N****Budget Narrative**

Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables in Section 2.4 and include all associated costs with no additional or hidden fees.

The Budget Narrative is used by contractors to provide a complete description of each item of cost under each budget category for each budget activity under the contract. The budget narrative shall include any relevant information necessary to describe the item of cost, or the source of funding the cost, or the method of allocating the cost to the contract and/or budget activity. Description of Item and Basis for Valuation or Cost: Enter a brief description of each line item and the basis for valuation of the item or cost. Each position authorized under salaries and wages, and each item under fringe benefits or equipment shall be specifically identified. For example:

I. Administration Budget Activity

Salaries Project Director - This position handles the administrative functions involved in running the four locally operated day care centers. The ratio of children eligible under this contract to the total children served at each center is 25%, which will be used to allocate shared costs. Full-time position, 25% of time at \$25,650 per year \$6,412.50

Secretary/Bookkeeper – This position maintains all records for the day care centers. Full-time position, 25% of time at \$13,960 per year \$3,490.00

Total Administration Salaries \$9,902.50

Fringe Benefits FICA - 7.65% of gross salaries Workmen's Compensation - 3% of gross salaries Health Insurance - \$120 per mo. per employee for 12 mos.

x 25% \$757.54 \$297.08 \$720.00

Total Administration Fringe Benefits \$1,774.62

Travel Project Director is anticipated to visit day care sites at least quarterly. Mileage estimated at 600 miles x \$0.51 per mile x 25% In-Service Training (2 sessions at \$240 each x 25%) \$76.50 \$120.00

Total Administration Travel \$196.50

Commodities Office Supplies - Paper, pens, calculator tape, etc. \$200 x 25% Office Furniture - Secretarial Desk at \$300 and Chair at \$100 x 25% \$50.00 \$100.00

Total Administration Commodities \$150.00

I. Administration Budget Activity (continued)

Indirect Costs The organization-wide indirect cost rate agreement distributes all general administrative costs and central office facilities cost based on the total amount of direct salaries and fringe benefits of full-time employees. The approved indirect cost rate is 7% x Admin.

Salaries - \$9,902.50 + Fringe Benefits \$1,774.62

Total Indirect Costs \$ 817.40

Total for the Administration Budget Activity \$12,841.02

II. Child Day Care Budget Activity

Salaries 4 Day Care Supervisors at \$20,000 per year - \$ 80,000 x 25% \$20,000.00

12 Day Care Teachers at \$17,000 per year - \$204,000 x 25% \$51,000.00

12 P-T Teachers Aides at \$7.50/hr x 5 hrs per day x 260 x 25% \$29,250.00

Total Salaries \$100,250.00

Fringe Benefits FICA - 7.65% of gross salaries \$7,669.13

Workmen's Compensation - 3% of gross salaries \$3,007.50

Health Insurance - \$120/ mo. x 12 mos. x 16 F-T employees x 25% \$5,760.00

Total Fringe Benefits \$16,436.63

Travel Mileage to attend in-service training at central office twice per year for each Day Care Supervisor 500 miles x 4 x \$0.51 x 25% \$255.00

In-Service Training for 16 full-time employees (2 sessions at \$240 each x 25%) \$1,920.00

Total Travel \$2,175.00

Contractual Services Software - License agreements for the use of new software applications necessary to effectively operate each of the four child care centers, including:

Office management programs	\$200 x 4 x .25%	\$200.00
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Curriculum and training programs	\$300 x 4 x .25%	\$300.00
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Utilities for each of the four (4) child care centers, including: Telephone service - 4 centers x \$80 per month x 12 months x 25% Electricity - 4 centers x \$200 per month x 12 months x 25% Water/Sewer - 4 centers x \$50 per month x 12 months x 25% \$960.00 \$2,400.00 \$600.00

Total Contractual Services \$4,460.00

II. Child Day Care Budget Activity (Continued)

Commodities	Art Supplies (4 centers @ \$100 per year x 25%)	\$100.00
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Paper Supplies - towels, tissues, diapers, etc. (4 centers @ \$600 per year x 25%) \$600.00

Replacement furniture: 64 chairs @ \$25.00 each x 25% \$400.00

16 small tables @ \$50.00 each x 25% \$200.00

Total Commodities \$1,300.00

Capital Outlay-

Equipment Four (4) Commercial grade Refrigerators (one at each location) at \$2,000 each x 25% \$2,000.00

One color printer at \$300 x 25% \$75.00

Total Capital Outlay - Equipment \$2,075.00

Capital Outlay -

Other Use Allowances for compensation for the use of the four child care center buildings based on the acquisition cost of the buildings and computed at an annual rate not exceeding two percent (2%) of the acquisition cost, as follows:

1. Center A at \$52,000 acquisition cost x 2% use allowance x 25% \$260.00
 2. Center B at \$60,000 acquisition cost x 2% use allowance x 25% \$300.00
 3. Center C at \$64,000 acquisition cost x 2% use allowance x 25% \$320.00
 4. Center D at \$110,000 acquisition cost x 2% use allowance x 25% \$550.00
- Total Capital Outlay - Other \$1,430.00

Total for the Child Day Care Budget Activity \$128,126.63

Total: \$140,967.65