



Taylor Cheeseman
Interim Commissioner

Request for Qualifications

RFQ No. 3150002788

Issue Date: March 23, 2020

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

Sealed Statement of Qualifications, subject to the attached conditions, will be received at this office until April 22, 2020 5:00 PM CST for the acquisition of the product/services described below.

Therapeutic Foster Care Services

Noah Gibson, Procurement Director
Noah.Gibson@mdcps.ms.gov

The Mississippi Department of Child Protection Services (hereinafter “MDCPS”, “Agency”, or “State”) reserves the right to amend the contents of this RFQ as it deems necessary. It is the vendor’s sole responsibility to monitor their email 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 immediately following the Statement of Qualifications Cover Sheet (Attachment A).

MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL STATEMENTS OF QUALIFICATIONS WHERE THE OFFEROR 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.

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 its daily operations 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 Acceptance Period

One (1) original and three (3) copies shall be submitted to 750 North State Street, Jackson, MS 39202 no later than the time and date specified for receipt of qualifications. The original and three (3) copies must include identifiable and non-identifiable exhibits. The identifiable exhibits should be separated from the other sections of the Statement of Qualifications. **(Identifiable includes, but is not limited to, the following: offeror'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 offeror, the application may be immediately rejected and may not be considered for award.**

1.2.1 Required Letter of Intent

Vendors shall notify MDCPS of their intention to submit a Statement of Qualifications. The letter of intent (Attachment L) shall be submitted via email to Noah.Gibson@mdcps.ms.gov by April 15, 2020, 5:00 PM CST. The letter of intent shall include the title of this Request for Qualifications, the vendor's organizational name and address, one (1) to two (2) sentences stating that the offeror'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, Tax I.D. number, DUNS number, address and email address. MDCPS shall acknowledge receipt of letter of intent via email. **A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

1.2.2 Procurement Schedule

1st Advertisement:	3/23/2020
2nd Advertisement:	3/30/2020
Deadline for Submission of Questions/Requests for Clarification:	4/06/2020 by 5:00 PM CST
Anticipated Date for Formal Amendment to Address Questions/Requests for Clarification*:	4/10/2020 by 5:00 PM CST
Deadline for Submission of Letter of Intent to Respond:	4/15/2020 by 5:00 PM CST
Deadline for Submission of Statements of Qualifications:	4/22/2020 by 5:00 PM CST
Determination of Responsiveness*:	4/23/2020 – 4/24/2020
Evaluation of Submitted Statements of Qualifications*:	4/27/2020 – 4/30/2020
Notice of Intent to Award*:	5/01/2020
Contract Submission to Public Procurement Review Board*:	5/06/2020
Contract Presentation to Public Procurement Review Board*:	6/03/2020
Contract Period of Performance*:	7/01/2020 – 6/30/2024

*Dates subject to change at the sole discretion of MDCPS.

1.3 Expenses Incurred in Preparing Offers

MDCPS accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a response. Such expenses shall be borne exclusively by the offeror.

1.4 Registration with Mississippi Secretary of State

By submitting a Statement of Qualifications, the offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) days of being offered an 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 Number: Any offeror who has not previously done business with the State and has not been assigned a MAGIC Vendor number 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

MDCPS, in an effort to increase participation by minority vendors, asks that each Offeror review the State of Mississippi Minority Vendor Self-Certification Form (Attachment K).

This information is for tracking/reporting purposes only and will not be used in determining which offeror(s) will be chosen for award. Any offeror 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 MDCPS should submit the completed form with the Statement of Qualifications.

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 an offeror is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the offeror 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, the offeror certifies that it is not currently debarred from submitting bids, proposals, or statements of qualifications 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

1.8 Additional Information

Questions related to the services requested herein or the technical portions of the Request for Qualifications should be directed to Noah Gibson at Noah.Gibson@mdcps.ms.gov no later than April 6, 2020, 5:00 PM CST. 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 10, 2020, unless a longer time is deemed necessary by the Chief Procurement Officer.

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

1.9 Proprietary Information

The Offeror should mark any and all pages of the statement of qualifications 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). 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 shall be in writing.

1.12 Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Statement of Qualifications. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of Statement of Qualifications.

1.13 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

1. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both.

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

E-verification registration documentation shall be furnished upon request within three (3) business days of written notification of award. (<https://www.uscis.gov/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. (<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 can be found in Section D.VIII.B of the MDCPS Policy Manual located at <https://www.mdcps.ms.gov/wp-content/uploads/2017/09/DFCS-Policy-Section-D-09-11-17.pdf>.

2.3 Purpose

MDCPS is seeking to establish a contract for therapeutic foster care services. It is understood that any contract(s) resulting from RFQ No. 3150002788 requires approval by the MDCPS Commissioner/designee. Any contract(s) resulting from RFQ No. 3150002788 shall become effective when fully executed by all parties.

2.4 Scope of Services

A Therapeutic Foster 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, intellectual disability/developmental delays, behavior disorder, mental

illness/on medication, other diagnosed psychiatric disorders according to the current Diagnostic and Statistical Manual of Disorders.

A Therapeutic Foster 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 foster parents and Applicant staff should be working with children and their families to support this goal.

Therapeutic Foster 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 foster 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.

LICENSURE

All Offerors offering placement services under the Therapeutic Foster Care Services Contract will require a current license(s) by MDCPS. All Offerors 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>. Offerors 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.mdcps.ms.gov/mdcps-policy>. Offerors must

acknowledge acceptance and compliance with licensing standards by signing in **Licensing Requirements for Residential Child Caring Agencies and Child Placing Agencies (Licensing Standards)**. If the Offeror 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 Offeror 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 Offeror under this contract until the Offeror is fully licensed. If an Offeror 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 vendor offering foster care services must also have certification by the Mississippi Department of Mental Health (DMH). DMH Operational Standards can be accessed online at www.dmh.ms.gov.

ADMISSIONS

The Offeror 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 Offeror within fifteen (15) days. In an emergency, no child shall be denied admission by the Offeror 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 Offeror due to race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. The Offeror 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 Offeror determines that it is not safe for child to be admitted it must provide written justification to the MDCPS Director of Therapeutic Place 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 of Administration or designee.

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. Offeror shall not discriminate against a child in its care based on gender, gender identity, race, ethnicity, religion, national origin, and disability. Offeror shall be actively engaged in preserving connections and relationships for children with their families of origin. Medical/dental/psychiatric needs shall be addressed by the Offeror on every child in custody of MDCPS that is admitted to the Offeror. The Offeror 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 Offeror should be designed to capture this information and MDCPS county staff will be expected to inform Offeror 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 Offeror 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) Offeror 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 Offeror shall maintain an immunization schedule meeting the health needs of the child and the requirements of the Mississippi State Department of Health as necessary. h) Medicaid coverage shall be obtained for all medical, dental, and mental health services. i) Medications will be administered and monitored by assigned Offeror 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 MDCPS County of Responsibility. The Offeror shall send documentation of and from all medical, dental and mental health examinations or assessments to the child's MDCPS caseworker within seventy-two (72) hours of receipt. Additionally, the MDCPS caseworker shall be notified of all written and /or verbal recommendations for care immediately.

A clothing inventory shall be completed by the Offeror and MDCPS staff at the time of admission and upon discharge. The Offeror and MDCPS staff must verify at admission and upon discharge the items the child is bringing to or taking from the Offeror. 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 Offeror. Any injury to a child shall be documented along with any subsequent treatment. The child's MDCPS caseworker 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 caseworker. Any injury or other serious incidents shall be reported verbally and followed up in writing by the Offeror 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 caseworker. 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 Offeror shall

immediately notify verbally and in writing: the MDCPS Director of Congregate Care, County caseworker, MDCPS Nurse Supervisor, and law enforcement, if applicable. Additionally, the Offeror 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 Offeror 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 Offeror 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 Offeror shall initiate, schedule, and conduct a Family Team meeting within the five (5) days of a child entering the Offeror 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 Offerors, including:
 - i) School Officials
 - ii) Mental Health Therapist
 - iii) MAP Team Coordinators
 - iv) Mobile Crisis Unit or Mobile Crisis Team through a community health center
 - v) Medical Staff
 - vi) Other placement Offerors 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 Offeror shall document efforts to notify required and optional attendees. In the event that all parties who were scheduled to attend do not, the Offeror 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 Offeror 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 Offeror.
- 5) The purpose of this meeting will be to discuss:
 - a) Treatment progress as reported by mental health service provider
 - 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 Offerors, including:
 - i) School Officials
 - ii) Mental Health Therapist
 - iii) MAP Team Coordinators
 - iv) Mobile Crisis Unit or Mobile Crisis Team through a community mental health center
 - v) Medical Staff
 - vi) Other placement Offerors when a child is entering from another facility or is transferring to another facility.

Individualized Treatment Plans

- 1) The Offeror 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 Offeror 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 Offeror and the mental health Offeror 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) Offeror must have a crisis intervention plans which may include contacting MDCPS treatment navigator, Mobile Crisis Services, Mobile Crisis Teams through local community mental health centers, 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 Educational Liaisons 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. Offeror staff member shall be required to serve as needed in the role of surrogate parent for special needs children placed with the Offeror.

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

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 Offeror must have an emergency protocol, including a protocol for responding to behavioral based emergencies which include contacting Mobile Crisis Unit, or a Mobile Crisis Team through local community mental health center, for assessments and interventions to prevent placement disruptions if possible.

2) In case of medical or other type of emergencies, the Offeror 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 Offeror shall put forth all efforts to prevent this disruption, including utilizing MDCPS Treatment Navigators and Mobile Crisis Units, or Mobile Crisis Teams through community mental health centers. 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 Offeror can provide, and the Offeror 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 Offeror shall immediately notify verbally and in writing: law enforcement, county caseworker and Mississippi Centralized Intake (MCI).

2) If a child causes injury to the Offeror's staff or another resident of the Offeror, the Offeror shall notify the MDCPS County caseworker 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

Offeror 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 MDCPS Congregate Care Unit will conduct case reviews of Offeror files to evaluate the effort and quality of Offeror 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 Offerors 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, Offerors 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 Offeror'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 caseworker, 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 Offeror'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 Offeror'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 Offeror'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 Offeror'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 Offeror's helping to promote the child's future placement stability, which includes providing support in the transition planning process.

7) Offeror Caseworker Contact with Child: Focus is on the Offeror'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 Offeror's routinely assessing child safety and risk and reporting and responding to child maltreatment in care appropriately.

Case Review Process

1) Frequency

a) The MDCPS Congregate Care 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 Offeror practice and service delivery is being evaluated on a regular basis and also allows Offerors 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.

2) 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 this deliverable of the contract (please refer to the 8 indicators referenced in Case Reviews section) and Offeror 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 Offerors to ensure that all documentation is fully up to date and entered into the case file. For example, if a Offeror case review is scheduled to take place in August, the PUR would be expected to run from January through July of that year. Any Offeror services or case activities that occurred outside the PUR would be rated not applicable for the purposes of the review.

3) 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.

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> . Rates may change in accordance with the 2nd Modified Settlement Agreement.

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 foster placement or facility, the Offeror will be eligible for the standard board rate for the placement type the child left and returned to.

b) If the temporary placement is within the Offeror's network, the Offeror shall not be able to receive reimbursement under this exception.

c) Offeror shall be responsible for maintaining sufficient documentation to verify that MDCPS caseworker moved the child from the Offeror placement and the child was returned to the Offeror within the 14 (fourteen) day time frame highlighted in a) above.

6) Any Offeror 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 Contract(s)

The anticipated term of the contract(s) will be for the period beginning July 1, 2020 and ending June 30, 2024. The contract may be renewed at the discretion of MDCPS upon written notice to the Independent Contractor at least ninety (90) days 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 one (1).

2.6 Multiple Awards

MDCPS reserves the right to make multiple awards.

SECTION 3

3.1 Insurance

The company represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the company's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. All general liability, professional liability and fidelity bond insurance 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 MDCPS prior to commencement of services resulting from this RFQ. 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

4.1 Minimum Qualifications

All Offerors offering placement services under the foster care t Contract will require a current license(s) by MDCPS. All offerors 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>.

If the Offeror 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 Offeror 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 offeror offering therapeutic foster care services must also have certification by the Mississippi Department of Mental Health.

4.1.1 Statements of Qualifications shall contain the following information:

- (1) the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- (2) the age of the offeror's business and average number of employees over a previous period of time, as specified in the RFQ;
- (3) the abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- (4) a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the RFQ;
- (5) a plan giving as much details as is practical explaining how the services will be performed; and,
- (6) a plan detailing how the offeror will continue the operations of the program under emergency circumstances (**continuity of operations plan**).

4.2 Statement of Qualifications Submission Requirements

The sealed Statement of Qualifications shall be typed, indexed, and divided to allow for ease of handling by MDCPS in the following order:

Identifying Information

- Table of Contents of Statement of Qualifications
- Completed and signed Statement of Qualifications Cover Sheet
- Signed Statement of Qualifications Form
- Completed and signed Acknowledgement of Amendment Form, if applicable
- Statement of Qualifications/Application Exception Form
- Acceptance of MDCPS Standard Terms and Conditions

- Signed acceptance of MDCPS Licensing Requirements for Residential Child Caring; Agencies and Child Placing Agencies (Licensing Standards)
- Pre-Offeror's Statement of Acknowledgement Form
- Completed and signed Proprietary Information Form
- Required number of References provided
- Completed and signed Federal Debarment Verification Form
- Completed and signed Partnership Debarment Verification Form
- Minority Vendor Self Certification Form
- E-Verify documentation
- Completed W-9
- Current Certificate of Liability Insurance
- Statement the offeror 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
- 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;
- Offeror'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 experience in performing similar work by employees and when appropriate, sub-contractors and understanding the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately; and,
- Identification of Offeror's resources vs. contracted resources

Non-identifying Information

- Detailed description of past experience of therapeutic foster care 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;
- Description of quality control and assurance programs for employees

Identifying information that would require the identity of the Offeror 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 offeror's name, address or any other information that would identify the offeror.

Additional submission requirements include:

- One (1) original and three (3) copies of the Statement of Qualifications shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39202. The original Statement of Qualifications must be marked "ORIGINAL". All documents contained in

the original Statement of Qualifications must have original signatures and must be signed by a person who is authorized to bind the offeror. The original and three (3) copies of Statement of Qualifications must be marked "ORIGINAL AND THREE COPIES WITH IDENTIFIABLE EXHIBITS". Sealed Statement of Qualifications should be labeled as follows:

Request for Qualifications for Therapeutic Foster Care Services

RFQ No. 3150002788

Opening Date: April, 22, 2020, 5:00PM CST

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39202

SEALED STATEMENT OF QUALIFICATIONS PACKAGE

*****DO NOT OPEN*****

- Timely submission of the Statement of Qualifications package is the responsibility of the offeror. Statement of Qualifications received after the specified time will be rejected, shall not be considered for award and offerors shall be notified as soon as practicable of late bid. 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 with modifications or additions as non-responsive.
- Any offeror claiming that its Statement of Qualifications 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 packages must be received by MDCPS no later than April 22, 2020 5:00 PM CST. Statement of Qualifications submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a Statement of Qualifications 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.

4.2.1 Late Submissions

Statement of Qualifications received after the exact time specified for receipt will not be considered unless it is the only Statement of Qualifications received and determined by the Chief Procurement Officer to be in the best interest of the State to be considered.

4.2.2 Responsive Offeror

Offeror must submit a qualification which conforms in all material respects to this **RFQ No. 3150002788** as determined by MDCPS.

4.2.3 Responsible Offeror

Offeror 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.

4.3 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 Offeror 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.

4.4 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.

Statements of Qualifications submitted by the specified time and containing requirements described in Section 4.2 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) - 29 Points (29%)

1. Does the offeror's qualification demonstrate a clear understanding of the scope of work and related objectives? – **29 points (29%)**

Cost Factors -36 Points (36%)

All respondents will receive 36 points (36%) for cost factors, as the contract rates are set by MDCPS.

Management Factors - 35 Points (35%)

1. Project management:
 - a. How well does the proposed scheduling timeline meet the needs of the soliciting agency? (Compare submitted projected plan to the projected plan of the agency) – **5 points (5%)**
2. History and experience in performing the work:
 - a. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? **2.5 points (2.5%)**
 - b. Does the offeror demonstrate a track record of service as evidenced by on-time, on budget, and contract compliance performance? **2.5 points (2.5%)**

- c. Does the offeror document industry or program experience? **5 points (5%)**
- 3. Availability of personnel, facilities, equipment and other resources:
 - a. To what extent does the offeror rely on Vendor's own resources vs. contracted resources? **10 points (10%)**
- 4. Qualification and experience of personnel:
 - a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? **10 points (10%)**

TOTAL – 100 POINTS

Discussions may be conducted with Offerors 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 Offerors are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Offeror 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 Evaluation Committee

An evaluation committee will be selected to evaluate and score statements of qualifications. Prior to evaluations, a list of all Offerors will be presented to the committee for conflict of interest certification purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror. 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 Offerors 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 Offeror's qualification in order to determine if the application sufficiently addresses all of the RFQ requirements and that the Offeror has developed a specific approach to meeting each requirement.

The committee will evaluate technical factors with no knowledge of the names of the Offerors.

The committee will not evaluate price. Each Offeror will receive 36 points (36%) for cost factors based on the Board rates set by MDCPS. Offerors must include the total number of beds the facility can maintain during the contract term (Attachment B). Contract total value will be based on the number of beds listed by the offeror in Attachment B.

4.5 Award

The contract will be awarded by written notice, to the highest ranked Offeror(s) whose Statement of Qualifications meets the requirements and criteria set forth in this Request for Qualifications. As stated, MDCPS anticipates making multiple awards.

4.6 Basis of Award

All Statement of Qualifications 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 1 (Responsiveness): During this phase of the review process, all Statement of Qualifications/ received will be reviewed to determine if the following mandatory requirements of this RFQ have been satisfied:

- Statement of Qualifications submission deadline met;
- Table of Contents;
- Required format followed (typed, indexed, divided and in numbered);
- Required number of identifiable and non-identifiable copies of proposal provided;
- Completed and signed Acknowledgement of Amendments, if applicable; and
- Statement that the vendor certifies 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 statement of qualifications that is determined incomplete or insufficient may be declared non-responsive and may be rejected with no further evaluation. The Office of Procurement may request clarifications from the Offeror(s) in order to determine if they may advance to Phase II. Offerors that are determined to have complied will continue to Phase II, while Offerors that are determined to be non-responsive will be notified in writing of such determination.

Offerors 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 Statements of Qualifications will be reviewed to determine responsibility; i.e., whether the minimum requirements of this RFQ have been met. Offerors that are determined by the review committee to have shown the minimum qualifications will be found to be responsible. These offerors will continue to the next phase, while offerors that are not determined to be responsible will be notified in writing of such determination.

Offerors who do not move to Phase III will be promptly notified in writing

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 vendors will be notified of MDCPS' intent to award a contract. In addition, MDCPS will identify the selected vendor(s). Notice of award is also made available to the public upon request.

SECTION 5

5.1 Post-Award Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of the Notice of Intent to Award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

5.1.1 Information to be Provided

At a minimum, the debriefing information shall include the following: (1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, proposal, or qualifications, if applicable; (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor; (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process; (4) A summary of the rationale for award; and, (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

5.1.2 Information Not to be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

5.2 Protest of Solicitations of Awards

Protestors should seek resolution of their complaints initially with the office that issued the solicitation. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer and copy the Mississippi Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) calendar days period shall not be considered. The Chief Procurement Officer shall submit a copy of the protest to the Office of Personal Service Contract Review within three (3) business days of receipt of a written protest. The Office of Personal Service Contract Review shall forward a copy of the protest to the Special Assistant Attorney General. To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

5.2.1 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest." The written protest shall include as a minimum the following: (a) the name and address of the protestor; (b) appropriate identification of the procurement and if a contract has been awarded, its number; (c) a statement of reasons for the protest; and (d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

5.3 Statement of Qualifications Exceptions

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the Statement of Qualification Exception Summary Form. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified responses, unless specifically allowed, shall be subject to rejection in whole or in part.

5.4 Required Clauses for Procurement

5.4.1 Applicable Law

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

5.4.2 Paymode

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

5.4.3 Availability of Funds

It is expressly understood and agreed that the obligation of 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 Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5.4.4 Compliance with Laws

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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

5.4.5 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>.

5.4.5 Stop Work Order

(1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor,

unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either: (a) cancel the stop work order; or, (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and, (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

5.4.6 E-Payment

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

5.4.7 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both. (3) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

5.4.8 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

5.4.9 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.

5.4.10 Representation Regarding Contingent Fees

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

5.4.11 Representation Regarding Gratuities

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

5.4.12 Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received MDCPS by the time and at the place specified for receipt of bids.

5.4.13 Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

5.4.14 Prospective Contractor's Representation Regarding Contingent Fees

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

5.5 Required Contract Terms and Conditions

Any contract entered into between MDCPS and a vendor/offeree shall include the required clauses found in Attachment N and those required by the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, effective January 18, 2020.

5.6 Approval

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

5.7 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 Cover Sheet

The Mississippi Department of Child Protection Services is soliciting Statement of Qualifications from qualified vendors.

PLEASE MARK YOUR ENVELOPE:

VENDOR NAME

**Request for Qualifications for Therapeutic Foster Care Services
RFQ No. 3150002788 Opening Date: April 22, 2020, 5:00 PM CST
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202**

**SEALED STATEMENT OF QUALIFICATIONS/APPLICATION PACKAGE
DO NOT OPEN**

Date Submitted: _____

Vendor Information:

Name of Organization:

Mailing Address:

Authorized Official:

Phone: _____

Email: _____

Tax I.D. No.: _____ **DUNS No.:**

BUSINESS ID No. (Issued from Mississippi Secretary of State's Office (*Out-of-state corporations ONLY*)): _____

Contact Person for Offeror:

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 MDCPS and/or 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 Cover Sheet. Any incorrect and/or missing information is considered non-responsive and is subject to rejection.

Signature of Authorized Official/Title

Date

ATTACHMENT B

Statement of Qualifications Form for Therapeutic Foster Care Services

Categories of Services to be provided. **Offeror must mark each category for which they wish to be considered.**

☐ **Therapeutic Foster Care Services**

Vendor Name	Telephone Number	Email Address

Contract Rate Schedule

Category of Service	Number of Beds	Days	Board Rate https://www.mdcps.ms.gov/mdcps-policy/
Therapeutic Foster Care Services		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

ATTACHMENT C

Statement of Qualifications/ Exception Summary Form

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

RFQ Reference	Offeror 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 Offeror's qualification where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

ATTACHMENT D

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 (Attachment N);
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 therapeutic foster care services.

7. **NON-DEBARMENT**

By submitting a Statement of Qualifications/, 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 Offeror or competitor relating to those prices, the intention to submit a qualifications, 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 proposal 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 proposal.

11. REPRESENTATION REGARDING GRATUITIES

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

Name of Offeror: _____

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 qualification may be cause for rejection of qualifications.***

ATTACHMENT E

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 _____, I hereby certify that said Offeror will comply with the above provisions and that I have accessed <https://www.mdcps.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 F

Mississippi Department of Child Protection Services

Pre-Offeree'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 or designee, 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 G

Proprietary Information Form

Did the Offeror submit any information to the MDCPS for the RFQ No. 3150002788 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.

_____ (No stamped signature)

Signature of Authorized Official/ Title

Date

Name of Organization

ATTACHMENT H
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: _____

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: _____

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: _____

Offeror may submit as many references as desired by submitting as many additional copies of Attachment I, References, as deemed necessary. References will be contacted in order listed until one (1) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, offerors are encouraged to submit additional references to ensure that at least one (1) reference is available for interview. MDCPS staff must be able to contact one reference within two MDCPS business days of Statement of Qualifications/Application opening for offeror to be considered responsive.

ATTACHMENT I

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

FEDERAL DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

I hereby certify that _____ is not on the list for federal
debarment on www.sam.gov –System for Award Management.

Signature of Authorized Official

Date

ATTACHMENT J

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
PARTNERSHIP DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

Signature of Authorized Official

Date

ATTACHMENT K

STATE OF MISSISSIPPI MINORITY VENDOR SELF CERTIFICATION FORM

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor Numbers (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

___Applicable

___Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

- ___A (Asian Indian)
- ___B (Asian Pacific)
- ___C (Black American)
- ___D (Hispanic American)
- ___E (Native American)

Women Business Enterprise

- ___M (Asian Indian)
- ___N (Asian Pacific)
- ___O (Black American)
- ___P (Hispanic American)
- ___Q (Native American)
- ___R (Other) Non-Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected

information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____

Certified by: _____

Date: _____

Title: _____

Name Printed: _____

ATTACHMENT L
REQUIRED LETTER OF INTENT

Date: _____

Name: _____

Title: _____

Address: _____

This letter confirms our intent to submit a response pursuant to RFQ No. 3150002788 for the

_____ service area includes _____. Also,

in compliance with the requirements of the letter of intent, _____
submits the following information:

Contact Person's Name:

Contact Person's Title:

Phone Number:

Fax Number:

Tax I.D. Number:

DUNS Number:

Physical Address:

Authorized Official's Email Address:

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/>

ATTACHMENT N

For Illustrative Purposes

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, “2nd Modified Mississippi Settlement Agreement and Reform Plan,” attached hereto as Exhibit B, and the “Budget”, attached hereto as Exhibit C, 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.
5. Period of Performance. This contract will become effective for the period beginning July 1, 2020 and ending June 30, 2024 upon the approval and signature of the both parties hereto.
6. Renewal of Contract: The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor at least ninety (90) days prior to the contract anniversary date for a period of one (1) successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 5, “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 [add 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 MDCPS at contract.invoices@mdcps.ms.gov.

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

- a. *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, the MDCPS shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *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:
 - i. 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,
 - ii. 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.
- c. *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.

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

16. Termination for Convenience.

- a. *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.

- b. *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.

17. Termination for Default.

- a. *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.
- b. *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.
- c. *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.
- d. *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).

- e. *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.
 - f. *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.
18. 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.
19. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDCPS 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 MDCPS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

20. 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 Contractor by an MDCPS, department or governmental entity for the right to do business in Mississippi for up to one (1) year or both.

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

21. 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.

22. 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.

23. 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 700, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
24. Trade Secrets, Commercial and Financial. 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.
25. 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.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Taylor Cheeseman, Interim
Commissioner

Title: Deputy Commissioner

INDEPENDENT CONTRACTOR’S NAME

By: _____
Authorized Signature

Printed Name:_____

Title:_____