



**ANDREA SANDERS
COMMISSIONER**

INVITATION FOR BIDS (IFB)

THERAPEUTIC PLACEMENT AND TREATMENT SERVICES

IFB No. 2025TPTS002

RFx No. 3160007270

Issue Date: March 19, 2025

CONTACT

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CLOSING DATE & TIME

Bids must be received by April 29, 2025, at 10:00 AM, Central Time
ELECTRONIC ONLY

[IFB Submission Form for Therapeutic Placement And Treatment Services](#)

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SECTION 1

1.1 Bid Acceptance Period

Bidders shall submit by uploading one (1) electronic copy of the signed bid package in searchable Adobe Acrobat (PDF) format no later than the time and date specified for receipt of bids:

The bid packet submission **MUST** meet the following requirements:

- Upload one (1) electronic copy of the signed bid package in searchable Adobe Acrobat (PDF) format using the Smartsheet link provided [IFB Submission Form for Therapeutic Placement And Treatment Services](#)
- AS applicable, an additional electronic copy containing a redacted copy of the bid package clearly labeled as “PUBLIC COPY_Bidder Name” pursuant to Sec 1.7 Proprietary Information

All bids submitted in response to this IFB must be received by the MDCPS Contracts & Procurement Staff **no later than April 29, 2025, 10:00 a.m., Central Standard Time.**

Timely submission of the bid package is the sole responsibility of the bidder. Bids received after the specified time shall be rejected and shall remain unopened in the procurement file. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by MDCPS staff. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, MDCPS may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect the quality, quantity, price, or delivery of the service. Bids submitted via either mail or facsimile (faxes) will not be accepted.

1.1.1. Procurement Schedule

IFB Issued and First Advertisement	March 19, 2025
Second Advertisement	March 26, 2025
Deadline to Submit Questions or Requests for Clarification:	April 4, 2025, 10:00 AM CST
Anticipated Posting of Answers to Questions	April 8, 2025
Deadline to Submit Bids	April 29, 2025, 10:00 AM CST
Bid Opening:	April 29, 2025, 11:00 AM CST
Anticipated Notice of Intent to Award	May 7, 2025
Anticipated Initial Contract Term	June 6, 2025, through June 5, 2030

Note: MDCPS reserves the right to adjust this schedule as it deems necessary. MDCPS may post Responses to Questions or the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. The contract term shall be 5 years, but

MDCPS may change the dates of the contract term without amendment to this IFB if the date changes are necessary because of the procurement schedule. No other dates shall be changed unless a written amendment is issued.

1.1.2. Submission Requirements

Bids must be submitted electronically via the provided Smartsheet link. It is the Bidder's responsibility to ensure timely submission. Test documents can be uploaded to Smartsheet but will not be evaluated. Clearly label these files as TEST DOCUMENT to avoid inclusion in the review by the Office of Procurement. For questions about Smartsheet submissions, email the Procurement team at **contracts@mdcps.ms.gov**. Request assistance at least two (2) business days before the IFB due date to avoid last-minute issues.

After uploading test documents and/or bid responses to Smartsheet, Bidders may request MDCPS to verify receipt by emailing contracts@mdcps.ms.gov.

If the Bid contains confidential information excluded from the public records act, submit one (1) redacted copy/file labeled "PUBLIC COPY_Bidder Name" on the cover page. This file should be in a searchable Adobe Acrobat (PDF) format. Without a Public Copy, MDCPS will consider the entire Bid as a public record without confidential information. Clearly mark each page containing confidential information and redact it to allow the public to understand the general nature of the material. Redactions should be limited to confidential information only. Each page upon which confidential information appears shall be clearly marked as containing confidential information and the confidential information shall be redacted. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed, and redactions shall be limited to only the confidential information. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Offeror shall not identify the entire Bid as confidential. The provisions of the contract that contain the commodities purchased or the personal or professional services provided, the unit prices, the overall 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 as required under Miss. Code §25-61-9(7). The Public Copy shall also include a privilege log, which shall be located behind the cover page, and the privilege log shall show the page number of the redaction, a description of the redacted information, and the reason and authority for the redaction (i.e. Confidential Commercial Information (Miss. Code §25-61-9 and Miss. Code §79-23-1), Confidential Financial Information (Miss. Code §25-61-9 and Miss. Code §79-23-1), etc.)

The Public Copy shall be considered a public record and immediately released, without notification, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 et seq. and Miss. Code Ann. §79-23-1. Public/redacted copies shall also be used/released for any reason deemed necessary by MDCPS, including but not limited to, submission to the PPRB, posting to the publicly accessible Transparency Mississippi website, etc.

1.1.3. Late Submissions

A bid received after the exact time specified for receipt will not be considered. The agency will not be responsible for any delivery failure. All risk of late submission – is entirely on the Bidder. A bid is considered delivered to the Agency when it is received by the MDCPS Contracts & Procurement staff.

The time and date of receipt shall be automatically recorded when the submission form is completed by bidder.

1.2. Expenses Incurred in Preparing Bid

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

1.2.1 Letter of Intent

The letter of intent (Attachment I) shall be submitted with the bid. The letter of intent shall include the title of this invitation for bids, the Offeror's organizational name and address, one (1) to two (2) sentences stating that the Offeror's organization intends to submit a bid 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.

1.3. Bid Form

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

1.3.1. Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

1.3.2. Independent Price Determination

By submitting a bid, 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 bid. The prices quoted shall be inclusive of, but not limited to, the following: all required equipment/material; all required insurance; all required overhead; all required profit; all required vehicles; all required fuel; and, all required licenses, certifications, fees, or permits.

1.4. Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5. Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from

submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The bidder shall submit a completed MDCPS Debarment Verification Form, attached to this IFB as **Attachment G**. Attachment G shall be received by the MDCPS, in the bid submitted by the bidder, no later than **10:00 a.m., CST on April 29, 2025**. MDCPS reserves the right to deem any bid packet not containing an executed MDCPS Debarment Verification Form, as non-responsive to the IFB.

1.6. Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)

If the respondent is not already registered as a supplier in MAGIC, the respondent should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

Any questions regarding registration in MAGIC should be directed to the Mississippi Management and Reporting System (MMRS) staff by emailing mash@dfa.ms.gov or calling 601-359-1343

1.7. Proprietary Information

Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption. The bidder shall submit a completed Proprietary Information Form, attached to this IFB as **Attachment F**. If bidder does include a redacted copy of the bid package, the redacted copy will be considered public record and will be released by MDCPS upon receipt of a Public Records Request. If bidder does not include a redacted copy of the bid package, the entire bid package will be considered public record and subject to review by the general public. and will be released by MDCPS upon receipt of a Public Records Request. Failure to clearly redact any proprietary information, trade secrets, or other confidential commercial/financial information may result in that information being released in a public records request

1.8. Additional Information

Questions relating to services shall be submitted in writing to Shaquita Mallett at Contracts@mdcps.ms.gov by the deadline reflected in Section 1.1.1. Questions concerning the technical portions of the Invitation for Bids should be directed to LaShunda Williams at Contracts@mdcps.ms.gov by the deadline reflected in Section 1.1.1. MDCPS will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by MDCPS. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. At no time shall any bidder or its personnel contact, or attempt to contact, any MDCPS staff regarding this IFB except the contact person as set forth and, in the manner, prescribed in this section

Acknowledgment of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDCPS
IFB No. 2025TPTS002

website (www.mdcps.ms.gov) in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package (**Attachment H**), by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by MDCPS by the time and at the place specified for receipt of bids as reflected in Section 1.1.1. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

MDCPS reserves the right to amend the contents of this IFB as it deems necessary. This IFB, all questions, requests for clarification, and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the Mississippi Department of Child Protection Services (hereinafter "MDCPS") website (<http://www.mdcps.ms.gov>) in a manner that all bidders will be able to view. It is the sole responsibility of the Offeror to monitor the MDCPS website and the procurement portal for amendments to the IFB to ensure their bid complies with any such amendments

1.9. Type of Contract

Compensation for services will be in the form of a firm-fixed-price agreement. Contract rights do not vest in any party until a contract is legally executed. MDCPS is under no obligation to award a contract following the issuance of this solicitation.

1.9.1 Work Performed

Any work performed by the awarded Offeror prior to start date of a valid, executed contract is done at Offeror's sole risk. The State is under no obligation to pay for work performed prior to contract start date.

1.9.2 Required Contract Terms and Conditions

Any contract entered into between MDCPS and an Offeror pursuant to this IFB shall include the required clauses found in Attachment G and those required by the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.

1.9.3 Optional Contract Terms and Conditions

Any contract entered into between MDCPS and an Offeror pursuant to this IFB may have at the discretion of the MDCPS, the optional clauses found in **Appendix E** of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

1.9.4 Price Adjustment to Account for Inflation

Price Adjustment - If, during the term of this agreement, the cost of goods, labor, or materials increases by more than [5%], the price shall be renegotiated to reflect the actual cost increase. The Contractor shall provide a market analysis regarding the viability of the original bid rates and rates the Contractor contends would not be viable under the current market conditions. The Contractor shall also provide any other support for the request for a price adjustment required by MDCPS. MDCPS has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustments shall be made in good faith and will take effect upon or after board approval. In no

event shall this price adjustment constitute a guarantee of minimum payment. Payment will only be made for services rendered on an as-needed basis by MDCPS. No price adjustment will be allowed other than as described in this paragraph.

1.10. Written Bids

All bids shall be in writing.

SECTION 2

2.1. Background

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

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

Purpose

MDCPS seeks to establish multiple contracts with trauma-informed providers for emergency therapeutic placement and treatment services for children/youth in care. Successful bidders will be expected to provide various services for children and youth with complex needs (medical and/or behavioral) who have experienced multiple placement changes. Services will be provided as needed. It is understood that any contract resulting from this IFB may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from this IFB is not approved by the PPRB and/or OPSCR (if required), it is void and no payment shall be made.

2.2. Scope of Services

The Independent Contractor shall provide services to youth in MDCPS custody and should be designed to meet their needs while they are unable to live at home or with a Resource Family; therefore, requiring care in a residential setting that is integrated within the community.

The goal for a child in care is lasting permanency through reunification, relative care, adoption, or guardianship; therefore, the primary work with the child and family should be focused on making this happen.

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

The Independent Contractor shall be designed to address behavioral, emotional, or family problems and the need for progressive reintegration into family and community living. The youth

shall remain involved in community-based schools (if possible) and participate in community and school-based recreational activities with appropriate supervision.

The Independent Contractor should be designed to work with youth on, but not limited to, the following characteristics:

1. Destructive Behaviors
2. Aggressive and Defiant Behaviors
3. Poor Impulse Control
4. Inappropriate Sexual Behaviors
5. Disruptive Mood Dysregulation Disorder
6. Attention Deficit Hyperactivity Disorder
7. Poor Social Skills
8. Poor Communication Skills
9. Self-injurious behaviors
10. Trauma related issues
11. Anxiety
12. Depression
13. Complex Medical needs
14. Autism Spectrum Disorder
15. Intellectual and/or Developmental Disability
16. Activities of daily living
17. Other medical, behavioral and/or mental health related concerns

The Independent Contractor will provide the following therapeutic services based on the individualized needs of the youth.

1. Individual therapy
2. Family therapy

3. Group therapy
4. Play therapy
5. Medication Management
6. Case management
7. Psychological and/or psychiatric evaluations and treatment
8. Other therapeutic services as appropriate and available

The contractor will provide the child(ren) with all needed psychiatric, medical, dental, educational, and social services.

During the period, monthly reports must include report of all services (psychiatric, medical, dental, educational, and social) provided to the identified child – inclusive of any examinations, treatment plans, and treatment provided; report of immunization status and any illness; all psychological and/or psychiatric evaluations and treatment; report of school progress or lack thereof and any identified issues/concerns related to progress or lack thereof; summary of significant relationships (family, school, and community), and any identified safety and risk concerns related to the placement setting and/or provider of placement services.

Engagement of MDCPS in discharge planning prior to discharge.

Notification of no less than ten (10) days of discharge.

Engagement of MDCPS in planning for any visits of three days or more and for all trips or visits out of state.

A. GENERAL REQUIREMENTS

1. Services shall be provided in the least restrictive environment that is appropriate to the individual child's strengths and needs.
2. Services must reflect practice that is culturally responsive and designed to provide for the unique needs of each child.
3. Provider shall not discriminate against a child in its care based on gender, gender identity, race, ethnicity, religion, national origin, disability, medical problems, or sexual orientation.
4. Provider shall be actively engaged in preserving connections and relationships for children with their families of origin.
5. Medical, dental and mental health needs shall be addressed by the Provider for child in custody of MDCPS

6. The Provider shall be responsible for ensuring each child placed receives:

a. An initial medical exam within seventy-two (72) hours of a child coming into MDHS custody and a comprehensive medical exam within thirty (30) days of a

child coming into MDCPS custody. The admission packet of the Provider should be designed to capture this information and MDCPS county staff will be expected to inform Provider 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 timely 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 or her third birthday and every six months thereafter.

d. The Provider 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. The Provider shall be responsible for ensuring all children receive ongoing mental health assessments and identified mental health services are put into place as necessary.

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 Provider shall maintain an immunization schedule meeting the health needs of the child and the requirements of the State Department of Health as necessary.

h. Medicaid providers shall be sought for all medical, dental, and mental services.

i. Medications will be administered and monitored by assigned staff of the Provider.

j. Administration of psychotropic medications requires a written authorization from the County of Responsibility.

7. The Provider shall send documentation of and from all medical, dental and mental health examinations or assessments to the child's MDCPS worker within seventy hours (72) of receipt. Additionally, the MDCPS worker shall be notified of all written and/or verbal recommendations for care immediately.

8. An inventory of all personal property of the child shall be completed by the Provider and MDCPS staff at the time of admission and upon discharge. The Provider and MDCPS staff must verify at admission and upon discharge the items the child is bringing to or taking from the Provider. Replacement clothing will be provided by the MDCPS County of Responsibility as needed.

9. Hygiene supplies shall be provided through the per diem rate by the Provider.

10. Any injury to a child shall be documented along with any subsequent treatment. The child's MDCPS worker shall be notified immediately of minor or serious injuries and of the treatment required and/or received.

11. 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 Provider shall immediately notify verbally and in writing: the MDCPS County of Responsibility staff. Additionally, the Provider 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.

12. 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.

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 of care 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 or Mobile Crisis Teams through community mental health centers. Immediate removal may occur if the 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.

2.3. Term

The anticipated term of the contract shall be for a period of five (5) years, beginning on **June 6, 2025, through June 5, 2030.**

The multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's rights or the contractor's rights under any termination clause in the contract.

Compensation for services will be in the form of a Firm Fixed-Price Adjustment. A unit price shall be given for each service, and that unit price shall be the same throughout the contract.

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 IFB. 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.

The vendor shall be prepared to provide evidence of required insurance upon request by MDCPS at any point during the contract period and should consult with legal counsel regarding its obligations.

Contractor shall submit to the Agency within five (5) business days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within five (5) business days may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

The contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

In no event shall the requirement for an insurance, bond, or other surety be waived. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

SECTION 4

4.1. Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB No. 2025TPTS002, which may include criteria to determine acceptability, such as, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measured where possible. This IFB sets

forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this IFB. Only bidders who are found responsive and responsible will have their bids considered.

MDCPS intends to make multiple awards as a result of this solicitation. Bidders are encouraged to provide a bid for all services that can be offered to MDCPS for children/youth with complex needs using Attachment A Bid Cover Sheet for each service.

All bidders who are found to be responsive and responsible will be awarded a standby contract.

Being awarded a contract will not guarantee usage. Usage will be determined by the agency's needs and vendors will be chosen as needed according to the details outlined by Section 4.3

4.1.1. Responsive Bidder

Bidder must submit bid which conforms in all material respects to this IFB No. 2025TPTS002, as determined by MDCPS.

4.1.2. Responsible Bidder

Bidder 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.

4.1.3. Minimum Qualifications to be Deemed Responsible

1. Bidder must have been in business and provided Therapeutic and Treatment Services similar in requirements and scale to those described in this IFB, for a minimum of five (5) years.
2. Bidder must submit a written, detailed statement of experience demonstrating their work with children and youth who have behavioral and/or medical complexities and their experience using a trauma-informed treatment model approved by MDCPS that is embedded in all aspects of service delivery to the youth served.
3. Bidder must explain how it will service the State of Mississippi on the Bid Cover Sheet and must provide all the required information for verification purposes.
4. Bidders must have a child-licensed facility that provides adequate space and temporary placement for multiple children/youth with behavioral and medically complex needs in MDCPS custody.
5. Bidders offering services must be nationally accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the Council on Accreditation, or others approved by the Mississippi Department of Child Protection Services;
6. These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (**Attachment E**) from reference interview by MDCPS staff with two (2) bidder references for a total minimum scoring requirement of twelve

points (12), as well as all other requirements of this IFB. (See **Attachment D & Attachment E**)

4.1.4. Exceptions

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

List and clearly explain any exceptions, for all Invitation for Bids Sections and Attachments, in the table below. Indicate "N/A", if there are no exceptions. (See **Attachment O**).

4.1.5. Informalities & Irregularities

MDCPS has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for MDCPS to properly evaluate the bid, MDCPS has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.1.6. Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MDCPS reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.7. Bid Withdrawals

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

1. The bid is submitted in good faith.
2. The price bid is substantially lower than those of other bidders because of a mistake
3. The mistake is a clerical error, not an error of judgment.
4. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after Bid Opening, the bidder must give notice in writing to MDCPS of its claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to MDCPS, all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to MDCPS. No explanation is required.

4.1.8. Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi Contract shall be deemed non-responsive, and not be acceptable.

4.1.9. Bid Submission Format

The bid package must contain the following:

- Table of Contents
- Bid Cover Sheet (**Attachment A**)
- Documentation of Minimum Qualifications
- Bid Form (**Attachment B**)
- Certification and Assurances (**Attachment C**)
- Completed References (**Attachment D**)
- Completed and Signed Proprietary Information (**Attachment F**)
- Completed and Signed Debarment Form (**Attachment G**)
- Completed and Signed Acknowledgment of Amendment, if applicable (**Attachment H**)
- Optional Letter of Intent (**Attachment I**)
- Completed and Signed Pre-Applicant Statement of Acknowledgement (**Attachment K**)
- Minority Vendor Self-Certification Form (**Attachment M**)
- Completed and Signed Bid Exception Summary Form (**Attachment O**)
- Completed and Signed W-9 form
- Current Certificate of Insurances

Bidders must organize, and label each section accordingly, its scanned and signed bid in the order provided. Each Bidder must contain original or electronic signatures, as allowable, on all forms requiring signatures. Please scan and create a searchable Adobe® portable document format (pdf) for all forms requiring wet signatures. Unsigned bids and bids that do not include all required forms and sections may be rejected, at MDCPS's sole discretion.

4.1.10. References

Each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MDCPS will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **MDCPS staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MDCPS staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible. (See Section 4.1.3 and Attachments D and E)** Only bidders who are found responsive and responsible will have their bids considered. The bidder may submit as many references as

desired. MDCPS will begin contacting references at the top of the list and will continue down the list until MDCPS completes Reference Score Sheets for two (2) references.

4.2. Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

4.3. Award

Any contract awarded from this procurement will be a stand-by contract for therapeutic placement and treatment services that MDCPS may activate as necessary.

The Contract will be awarded by written notice to the responsive and responsible bidders whose bid meets the requirements and criteria set forth in this IFB on date specified as reflected in Section 1.1.1. Any bids received may be rejected in whole or in part when in the best interest of the State.

MDCPS will contact the lowest responsive and responsive vendor awarded first for emergency therapeutic placement and treatment services. If placement is not available, MDCPS will contact the next lowest responsive and responsible vendor on the list for placement and continue down the list until there is an opening or placement for the child.

As an example, if there are four vendors that are awarded a standby contract. MDCPS will first contact Vendor A for placement each time a child in MDCPS will need emergency therapeutic placement. If Vendor A does not have any openings or beds available. MDCPS will contact Vendor B for availability. MDCPS will contact vendors available by lowest price until there is an opening for each child. MDCPS will select the lowest awarded vendor that is available for placement for children and youth in MDCPS in custody.

Responsive & Responsible Vendors Awarded	Bid Price
Vendor A	\$100 per child/per day
Vendor B	\$120 per child/per day
Vendor C	\$150 per child/per day
Vendor D	\$175/per child/per day

4.3.1. Notification

All participating bidders will be notified of MDCPS' intent to award a contract. Notice of award is made available to the public which will identify the selected vendors. The winning bidders will be notified via e-mail of the award. Additionally, a letter will be sent to all bidders.

4.3.2 Contract Management

If contractor fails to adhere to the Therapeutic Placement and Treatment Services schedule, or if contractor fails to satisfactorily provide the prescribed service to all or any service area,

MDCPS will inform contractor, and contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to contractor until all deficiencies have been corrected. If contractor exhibits a pattern of non-performance as shown by repeated deficiencies, MDCPS may terminate the Contract without further obligation to contractor. (MDCPS may elect to use the form included as **Attachment J**, Therapeutic Placement and Treatment Services Discrepancy Report.)

SECTION 5

5.1. Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a Post-Award Debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the Commissioner of MDCPS within three (3) business days of notification of the contract award. A Post-Award Debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Commissioner of MDCPS in writing and identify its attorney by name, address, and telephone number. MDCPS will 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.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the Mississippi *Public Procurement Review Board (PPRB)*, *Office of Personal Service Contract Review (OPSCR) Rules and Regulations*.

5.2. Required Contract Terms & Conditions

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

5.3. Optional Contract Terms & Conditions

Any contract entered into between MDCPS and a vendor/bidder pursuant to this IFB may have, at the discretion of the MDCPS, the optional clauses found on <https://www.dfa.ms.gov/personal-service-contract-review> (Rules and Regulations). MDCPS discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

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

5.4. Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures

ATTACHMENT A

BID COVER SHEET

The Mississippi Department of Child Protection Services (hereinafter "MDCPS," "Agency," or "State") is soliciting bids from qualified bidders to provide Therapeutic Placement and Treatment Services for MDCPS. The vendor will perform services as outlined in IFB No. 2025TPTS002.

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

E-Mail: _____

FEIN/EIN # <i>(if company, corporation, or partnership):</i>	
SSN <i>(if individual):</i>	

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

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this IFB? _____

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

If your company is not physically located in the region, how will you supply Therapeutic & Treatment Services to agencies in the region? _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. _____

For how many customers has your company provided Therapeutic & Treatment Services in the past two (2) years? Please include the dates, the size of the area maintained, and the annual amount of the billing to each customer. _____

What is the largest customer your company has provided Therapeutic & Treatment Services for in the past two (2) years? Please include the annual amount of the billing. _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

List all the equipment that your company has available or that is intended to be used to perform the services required in this Invitation for Bids. _____

ATTACHMENT B

BID FORM FOR THERAPEUTIC PLACEMENT & TREATMENT SERVICES

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional licenses, permits, fees, etc. (if any)

Pricing Structure: All pricing for Therapeutic Placement and Treatment Services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

Facility Description/Type:	
Residential Room & Board, Residential Daily Supervision, and Therapeutic Placement and Treatment Services	Unit Price
2025 Daily Per Diem	
2026 Daily Per Diem	
2027 Daily Per Diem	
2028 Daily Per Diem	
2029 Daily Per Diem	
*1:1 Services (Optional)	
*Transportation outside of normal contractual requirements (Optional)	
*Annualized Residential Education (Optional) (Regular or Special)	

** Prior Approval Required from MDCPS*

Number of Beds for MDCPS	
--------------------------	--

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

Authorized Representative Signature

ATTACHMENT C
CERTIFICATIONS & ASSURANCES

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachment L)
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.
7. That the company can and will meet all required laws, regulations, and/or procedures related to Therapeutic Placement & Treatment Services and represents that it is licensed, certified and possesses the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with requirements shall borne solely by Company.
8. **NON-DEBARMENT** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
9. **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 bid offered.
10. **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 not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

11. **REPRESENTATION REGARDING CONTINGENT FEES** - The 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 other contingent fee, except as disclosed in the Contractor's bid or proposal.

12. **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*.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Company Name: _____

Note:** Failure to sign the bid form may result in the bid being rejected as non-responsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

ATTACHMENT D
PROFESSIONAL REFERENCES

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Description of services including start and end dates

PROFESSIONAL REFERENCES

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Description of services including start and end dates

PROFESSIONAL REFERENCES

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates

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

ATTACHMENT E
REFERENCE SCORE SHEET

****TO BE COMPLETED BY MDCPS STAFF ONLY****

Name of Bidder: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Services From/To Dates: _____

Questions	Response (Circle One)	
Able to provide Therapeutic Placement and Treatment Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling Therapeutic Placement and Treatment Services?	Yes	No
Were the Therapeutic Placement and Treatment Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

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

Score: _____

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

Notes:

ATTACHMENT F

PROPRIETARY INFORMATION FORM

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right-hand corner with the word “CONFIDENTIAL.” Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain 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.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. If this is not applicable, please indicate with “N/A” below.

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

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

Date

ATTACHMENT G
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)	

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
for federal debarment on www.sam.gov –System for Award Management.

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. 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
(No stamped signature)

Date

ATTACHMENT H

Acknowledgement of Amendment to IBF No. 2025TPTS002

I, _____, acknowledge that IFB No. 2025TPS002 has been amended on _____
Authorized Official's Name

Authorized Official's Name

_____ to include the following:

Date _____

I, _____, understand that bids will **only** be accepted from Bidders
Authorized Official's Name

Authorized Official's Name

who submit this acknowledgement of amendment # _____

Name of Company

Authorized Official's Typed Name/Title

_____(No stamped signature)

Signature of Authorized Official _____ Date _____

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.8 of this IFB.

ATTACHMENT I
OPTIONAL LETTER OF INTENT

Date_____

Mr./Ms./Dr. _____

Title_____

Address_____

City, State, Zip Code_____

Dear Mr./Ms./Dr.: _____

This letter confirms our intent to submit a bid pursuant to IFB No. 2025TPTS002

_____ service area includes_____. Also,
Organization Name State(s)
in compliance with the requirements of the letter of intent, _____
Organization Name

submits the following information on or before deadline of _____ a.m./p.m., Central Time:

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: _____

Thank you for your consideration.

Sincerely,

Authorized Official

ATTACHMENT J
THERAPEUTIC PLACEMENT & TREATMENT SERVICES CONTRACT
DISCREPANCY REPORT

Therapeutic Placement & Treatment Services located at:

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

Independent Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence: (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

MDCPS Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary). _____

Name: _____ Signature: _____ Date: _____

ATTACHMENT K

Mississippi Department of Child Protection Services
Pre-Applicant's Statement of Acknowledgment

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

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

Name_____

Organization_____

Signature of Authorized Representative: _____

Date_____

ATTACHMENT L

Sample Contract

TO BE COMPLETED BY MDCPS ONLY

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR THERAPEUTIC PLACEMENT & TREATMENT SERVICES**

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and _____ (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for MDCPS to engage Independent Contractor for Therapeutic Placement & Treatment Services. Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the Scope of Services, attached hereto as Exhibit A, and the “*2nd Modified Mississippi Settlement Agreement and Reform Plan*”, attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, 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 _____ and ending on _____ upon the approval and signature of both parties hereto.
6. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to the Agency as set forth in Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov by the 10th day of each month following completion.
7. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the federal courts in the State or in a court

of competent jurisdiction in Hinds County, Mississippi. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.

8. 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.
9. 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.
10. 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.
11. Indemnification. To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc.,

Independent Contractor shall use legal counsel acceptable to the State. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

12. Stop Work Order.

- 1) Order to Stop Work: MDCPS may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDCPS shall either:
 - a) cancel the stop work order; or,
 - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

- 4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.
13. **Termination.** The Commissioner may terminate this contract with or without cause upon thirty (30) days prior written notice to the Independent Contractor.
14. **Termination for Convenience.**
 - 1) *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.
 - 2) *Independent Contractor's Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
15. **Termination for Default.**
 - 1) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
 - 2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely,

reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.

- 3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- 5) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- 6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. 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.
17. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.
18. Price Adjustment. Any price adjustment of this contract shall be done in accordance with Section 1.9.4 of the Invitation for Bids (IFB).
19. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
20. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State or Contractor.
21. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

22. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
23. E-Verify. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:
- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - (3) both. In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
24. 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.
25. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. MDCPS and Independent Contractor agree to promptly notify each other in

writing of any change of address.

For the Agency:	For Contractor:
Mississippi Department of Child Protection Services 750 N. State Street Jackson, MS 39202	«Vendor_Name» «Contact_Name_» «Address_Street» «City_State_and_Zip» Phone: «Phone_Number_»

26. 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/pprb/>.
27. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
28. 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.
29. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.
30. Property Rights (for the contract). Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDCPS may terminate this contract at any time for its own convenience.
31. Representation Regarding Gratuities. Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDPSCS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDCPS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at

Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

32. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov [transparency.ms.gov] and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDCPS and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.
33. 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.
34. Clean Air Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the Mississippi Department of Public Safety and understands and agrees that the Mississippi Department of Public Safety will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Coronavirus State and Local Fiscal Recovery Fund provided by the U.S. Treasury.
35. Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the Mississippi Department of Public Safety and understands and agrees that the Mississippi Department of Public Safety will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency

Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Coronavirus State and Local Fiscal Recovery Fund provided by the U.S. Treasury.

36. Debarment and Suspension Provision. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by MDCPS. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to MDCPS, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

37. Contract Worker Hours and Safety Standards Act Provision. Compliance with the Contract Work Hours and Safety Standards Act.

a. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. (3) Withholding for unpaid wages and liquidated damages. «Vendor_Name» shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

a. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

b. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

38. Byrd-Anti Lobbying Provision. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification (Exhibit D). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

39. Access to Records. The Contractor agrees to provide MDCPS, Inspectors General, the Comptroller General of the United States, or any of their authorized representative's access

to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

40. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.

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

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

By: _____ By: _____

Mississippi Department of Child
Protection Services
Andrea Sanders
Commissioner

«Vendor_Name»
«signing_official_»

EXHIBIT A

Scope of Services

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract:

The Vendor shall provide services to youth in MDCPS custody and should be designed to meet her needs while she is unable to live at home, or with a Resource Family, and therefore requires temporary care in a group care setting that is integrated within the community.

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

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

The Vendor shall be designed to address behavioral, emotional, or family problems and the need for progressive reintegration into family and community living. Youth shall remain involved in community-based schools (if possible) and participate in community and school based recreational activities with appropriate supervision.

The program should be designed to work with youth on the following characteristics:

- 1.Mood Stabilization
- 2.Development of Adaptive Coping Mechanisms
- 3.Minimization of Negative Behaviors

The contractor will provide the child with needed psychiatric, medical, dental, educational, and social services.

During the period, monthly reports must include report of all services (psychiatric, medical, dental, educational, and social) provided to the identified child – inclusive of any examinations, treatment plans, and treatment provided; report of immunization status and any illness; all psychological and/or psychiatric evaluations and treatment; report of school progress or lack thereof and any identified issues/concerns related to progress or lack thereof; summary of significant relationships (family, school, and community), and any identified safety and risk concerns related to the placement setting and/or provider of placement services.

Engagement of MDCPS in discharge planning prior to discharge.

Notification of no less than ten (10) days of discharge.

Engagement of MDCPS in planning for any visits of three days or more and for all trips or visits out of state.

GENERAL REQUIREMENTS

1. Services shall be provided in the least restrictive environment that is appropriate to the individual child's strengths and needs.
2. Services must reflect practice that is culturally responsive and designed to provide for the unique needs of each child.
3. Provider shall not discriminate against a child in its care based on gender, gender identity, race, ethnicity, religion, national origin, disability, medical problems, or sexual orientation.
4. Provider shall be actively engaged in preserving connections and relationships for children with their families of origin.
5. Medical, dental and mental health needs shall be addressed by the Provider for child in custody of MDCPS.
6. The Provider shall be responsible for ensuring each child placed receives:
 - a. An initial medical exam within seventy-two (72) hours of a child coming into MDHS custody and a comprehensive medical exam within thirty (30) days of a child coming into MDCPS custody. The admission packet of the Provider should be designed to capture this information and MDCPS county staff will be expected to inform Provider 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 timely 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 or her third birthday and every six months thereafter.
 - d. The Provider 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. The Provider shall be responsible for ensuring all children receive ongoing mental health assessments and identified mental health services are put into place as necessary.
 - 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 Provider shall maintain an immunization schedule meeting the health needs of the child and the requirements of the State Department of Health as necessary.
 - h. Medicaid providers shall be sought for all medical, dental, and mental services.
 - i. Medications will be administered and monitored by assigned staff of the Provider.
 - j. Administration of psychotropic medications requires a written authorization from the County of Responsibility.
- 7. The Provider shall send documentation of and from all medical, dental and mental health examinations or assessments to the child's MDCPS worker within seventy hours (72) of receipt. Additionally, the MDCPS worker shall be notified of all written and/or verbal recommendations for care immediately.
- 8. An inventory of all personal property of the child shall be completed by the Provider and MDCPS staff at the time of admission and upon discharge. The Provider and MDCPS staff must verify at admission and upon discharge the items the child is bringing to or taking from the Provider. Replacement clothing will be provided by the MDCPS County of Responsibility as needed.
- 9. Hygiene supplies shall be provided through the per diem rate by the Provider.
- 10. Any injury to a child shall be documented along with any subsequent treatment. The child's MDCPS worker shall be notified immediately of minor or serious injuries and of the treatment required and/or received.
- 11. 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 Provider shall immediately notify verbally and in writing: the MDCPS County of Responsibility staff. Additionally, the Provider 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.

EXHIBIT B

2nd Modified Mississippi Settlement Agreement and Reform Plan

(See Mississippi Department of Child Protection Services Website)

<https://www.mdcps.ms.gov/about/olivia-y-lawsuit/>

EXHIBIT C

Budget

Contract Rate Schedule

The total amount for these services is _____ .

Description	Unit Price	Quantity	Total
Services	\$0.00		\$0.00

***Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables on page 1 and include all associated costs with no additional or hidden fees.**

Byrd Anti-Lobbying Certification

Exhibit D, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

ATTACHMENT M

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 #s (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: _____

Issue Date March 31, 2002

ATTACHMENT N

**2nd Modified Mississippi
Settlement Agreement and
Reform Plan**

(See Mississippi Department of Child Protection Services Website)

<https://www.mdcps.ms.gov/about/olivia-y-lawsuit/>

ATTACHMENT O

Bid Exception Summary Form

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

IFB Reference	Bidder 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 Bidder's Bid where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

Signature of Authorized Official/ Title
(No stamped signature)

Date